



AGENDA OF THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

TUESDAY, SEPTEMBER 14, 2021, 1:30 PM
Virtual Meeting. Public may join via Zoom.

A. Zoom Meeting Information.

1. This item contains documents which provide call in information and instructions for the Zoom meeting.

B. Roll Call.

1. Members: Gary Delveaux, Chair; Matt Schueller, Vice-Chair; Ald. Barbara Dorff, Deby Dehn, Kathy Hinkfuss, Melanie Parma, and Brighid Riordan.
Liaisons: Jeff Mirkes, Leah Weycker, and Brooke Gehrke.

C. Approval of the Agenda.

1. Approval of the agenda for the September 14, 2021, meeting of the Redevelopment Authority.

D. Approval of Minutes.

1. Approval of the minutes from the August 10, 2021, meeting of the Redevelopment Authority.

E. Regular Business.

1. Consideration with possible action on preliminary terms with H.J. Martin and Son regarding temporary uses and the redevelopment of the former Shopko site located at 216 S. Military Avenue.
2. Consideration with possible action on request by Impact Seven for a Planning Option Extension on 420 S. Broadway.
3. Consideration with possible action on an amendment to the development agreement with Toonen Properties for an expanded project at 2540 University Avenue.
4. Consideration with possible action on providing financing assistance to the Northland Hotel

to pave the parking lot at 330 N. Adams Street.

5. Consideration with possible action on allocation of State of Wisconsin Community Development Block Grant (CDBG) Coronavirus (CV) Round 2 funding (CDBG-CV2).
6. Consideration with possible action on a request to execute an agreement with West Shore Pipeline Company to abandon an existing petroleum gas pipeline at 420 S. Broadway.
7. Consideration with possible action on awarding additional CDBG and HOME funding to the Home Improvement Loan Program (HILP) contract with NeighborWorks Green Bay.
8. Consideration with possible action on request by Bicycle Collective for permission to hold a fundraiser at 418 4th Street (and adjacent parcels) owned by the RDA.
9. Consideration with possible action on awarding CD 21-02 Seymour Park Pedestrian Crossing and Alley Resurfacing to the low qualified bidder, Peters Concrete Co., in the amount of \$177,483.00.

F. Informational.

1. Update on Housing Study.
2. Financial report and check register.
3. RDA loan update.
4. Director's report and project updates.
5. Next Regular Meeting: October 12, 2021 at 1:30 PM.

G. Adjournment.

- 1) THIS MEETING IS RECORDED: THE VIDEO OF THIS MEETING AND MINUTES ARE AVAILABLE ONLINE AT www.greenbaywi.gov
- 2) ACCESSIBILITY: Any person wishing to attend who requires special accommodation because of a disability, should contact the City Safety Manager at 920-448-3125 at least 48 hours before the scheduled meeting time so that arrangements can be made.
- 3) QUORUM: Please take notice that a majority or quorum of the Common Council will attend this Redevelopment Authority meeting and will constitute a meeting of the Common Council for purposes of discussion and information gathering relative to this agenda.
- 4) REPRESENTATION: The party requesting the communication, or their representative, should be present at this meeting.

Virtual Meeting Instructions

Redevelopment Authority



Zoom Meeting Information

Join Zoom Meeting

<https://us02web.zoom.us/j/83188044732?pwd=YUducEM2VUZWOGVYZzMyNTA0c1FJQT09>

Meeting ID: 831 8804 4732

Password: 084117

One tap mobile

+13017158592,,83188044732# US (Germantown)

+13126266799,,83188044732# US (Chicago)

Dial by your location

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 646 876 9923 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 408 638 0968 US (San Jose)

+1 669 900 6833 US (San Jose)

Meeting ID: 831 8804 4732

Password: 084117

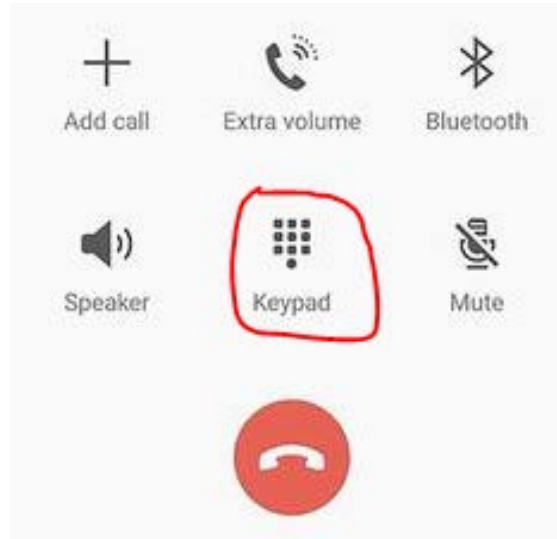
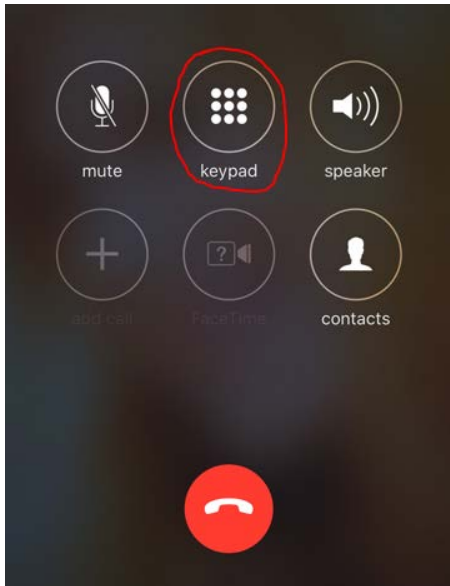
Find your local number: <https://us02web.zoom.us/j/83188044732?pwd=YUducEM2VUZWOGVYZzMyNTA0c1FJQT09>

Additional Information

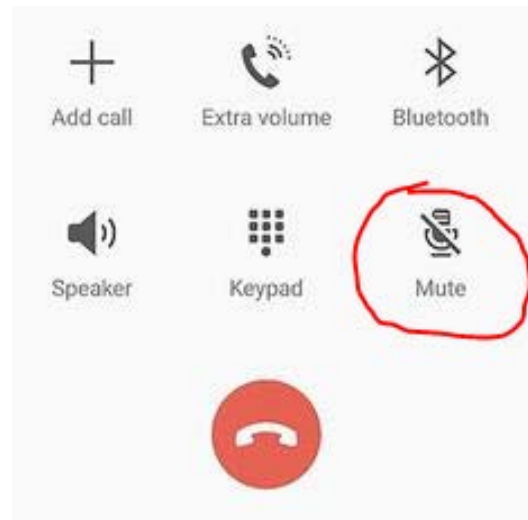
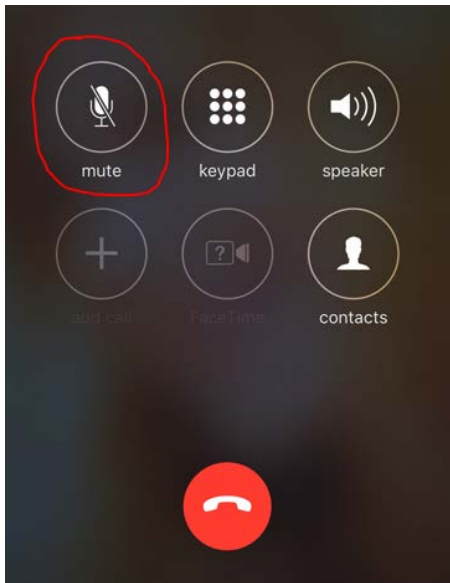
1. Wisconsin Open Meetings Law still applies
 - a. Persons interested in speaking to an item must give their name and address
 - b. Committee/Commission/Board members will still follow *Roberts Rules of Order*
2. All zoom meetings will have a password in the instructions. Please enter when prompted.
3. Please log into the Zoom meeting 10 minutes before the meeting starts to ensure proper technology is working.
 - a. If you are a Board Member, please log into [CivicClerk](#) with a computer, laptop, or tablet device.
4. Once you are in the meeting please mute yourselves.
 - a. You may unmute yourself when you are called upon to speak.
5. Waiting room
 - a. When you call in, all callers/participants will be placed in a “waiting room.”
 - b. Persons on the agenda will be admitted to the meeting, and then once the item is concluded, the host will permanently mute you from the meeting (you can still hear the meeting).
6. Using Zoom with a tablet or computer
 - a. Tablet—you will be asked to sign in. Download the app either with the Apple Store or the Play Store
 - b. Computer—you will be asked to sign in. You may download the app or click on the link to open Zoom in your browser.
7. Registering
 - a. The host may ask you to register for the meeting. A registration link will be sent to you along with the invite. You’ll receive another email confirming that you’re registered for the meeting.
 - b. If you’re using a phone, your registration will still be tied to an email.
8. Raising your hand
 - a. Committee members—you can either use CivicClerk and request to speak or you can “raise your hand” in the zoom meeting (you’d need to use a computer or tablet) to let the host know you’d like to speak. You can also un-mute yourselves and start speaking.
 - b. Persons on the agenda—you can “raise your hand” but you’d need to use a computer. You will be allowed to speak, per Wisconsin Open Meetings Rules, once the committee has “opened the floor for interested parties to speak.” Once the committee is finished with your agenda item, the host will mute you permanently, unless the committee opens the floor again.
9. What devices should I use?
 - a. Smart phone (please see more detailed instructions on page 3)
 - b. Land line
 - c. Tablet—well in advance of the meeting, please download the Zoom Meeting app before you join a meeting by using either the Apple Store or the Play Store. You will be asked to input your name, thus identifying you for the meeting. You’ll also be asked to verify your email.
 - d. Computer—well in advance of the meeting, please download the Zoom Meeting app, but you can also click on a link to open the Zoom Meeting in your browser. You will be asked to input your name, thus identifying you for the meeting.
 - e. For tablet and computer users—if you download the app you will be asked to verify your email.
10. Zoom etiquette
 - a. Muting yourselves when you’re not talking will prevent your background noise from interfering with others’ ability to listen to and participate in the meeting.
 - b. If you’re using a telephone, please identify yourself with your phone number and name before you speak. Zoom meeting hosts can see only your telephone number and will ask you to identify yourselves.
11. Closed session
 - a. Persons in the Zoom meeting will be put into a waiting room while the committee meets in Closed Session. Participants will be admitted back into the Zoom meeting once the committee reconvenes in Open Session.
 - b. Persons watching live on YouTube will see a gray screen with the City logo during closed session.
12. Persons interested in attending anonymously or listening to the meeting may call in by dialing *67 followed by the phone number above.

Calling into the Zoom meeting using a smartphone

1. Dial the phone number listed at the beginning of this document.
2. When prompted, enter the Meeting ID number followed by #
 - a. If you're using a smartphone, you can access the keypad by clicking "Keypad" on your screen



3. Once you are in the meeting, notify the meeting host that you are in and state your name.
4. If you do not need to talk, please make sure your phone is on **Mute**
 - a. If you're using a smartphone, look at your screen and click the Mute button



- b. If you're using a computer, you should see a Mute button in the Zoom application





Report to the Redevelopment Authority of the City of Green Bay

MEETING DATE

September 14, 2021

PREPARED BY

Neil Stechschulte, Director

AGENDA ITEM # E.1

Consideration with possible action on preliminary terms with H.J. Martin and Son regarding temporary uses and the redevelopment of the former Shopko site located at 216 S. Military Avenue.

BACKGROUND

H.J. Martin is requesting zoning approval to utilize the former Shopko building for a variety of temporary uses including warehousing, staff training, and equipment rehabilitation and assembly for Bellin Health as a tenant. H.J. Martin has indicated that they would like the temporary use for a five-year period. The existing commercial zoning for this site does not allow for industrial uses like warehousing. Staff has not issued building permits for proposed improvements because the proposed use is not consistent with the existing zoning.

Staff is unlikely to support the request for a temporary Planned Unit Development zoning on its own because of the potential precedent the approval could set for other vacant commercial buildings throughout the City. In addition, staff is concerned that this sort of temporary use has a tendency to remain longer than originally intended.

Both staff and H.J. Martin are aware of a significant development prospect interested in redeveloping the site into a mixed-use site with the potential for an affordable housing component.

Staff does feel that if the temporary zoning request accompanied a formal development agreement for the eventual redevelopment of this site to a code compliant use or uses, that some sort of temporary zoning could be considered.

The following items were presented to H.J. Martin for discussion purposes only:

- Temporary PUD and associated development agreement term sheet to be presented to RDA on September 14th. If approved, the PUD will be prepared and forwarded to Plan Commission on October 11th and Council on October 19th. (If there is an opportunity to accelerate this schedule, staff is willing to pursue it.)
- Developer to enter into a formal development agreement with the City/RDA on or by October 19, 2021 that addresses both the temporary uses and the developer's intent to redevelop the project site. The terms of this agreement would remain in effect until a subsequent development agreement addressing the actual redevelopment of the site was completed, approved, and executed.
- Developer acknowledges that they are proposing a temporary use that is not consistent with the comprehensive plan for this neighborhood or the current zoning for this parcel and guaranteeing that this use will not continue beyond the duration of an approved development agreement.
- Developer to prepare and submit any required application materials to allow the City to consider a temporary use related to warehousing for the site and training facility at 216 S. Military Avenue. Authorization for the temporary uses shall be good through December 31, 2024. The plan for the

temporary uses should address the following:

- Provide a detailed building plan and site illustrating the primary uses for the temporary warehousing uses. Warehousing areas shall include a list of permitted materials and equipment to be stored indoors.
- Ensure all loading areas are properly screened from the street and adjacent uses.
- No outdoor storage, no outdoor display, and no long-term parking.
- Ensure adequate ingress and egress for all divided uses within the building, as well as adequate fire protection between uses.
- Ensure routing of traffic on, to, and from the site is routed in a manner that is least disruptive to the neighborhood and the existing commercial corridor.
- Ensure that parking areas for employees and customers are located in a manner that is least disruptive to the neighborhood and the existing commercial corridor.
- Provide a detailed landscaping plan and exterior improvement plan (including lighting).
- Maintain the parking lot and outdoor areas.
- Developer agrees to not make any major structural changes that would dramatically alter the primary structure or functionality of the buildings.
- Developer to obtain all required building permits for the temporary use(s) and maintain the property (both interior and exterior) up to code at all times.
- Developer and City agree to jointly identify an alternative location for Bellin Health warehousing needs.
- Developer to submit a formal redevelopment plan (and a formal request for financial assistance if applicable) to the City/RDA by no later than September 1, 2024, for an as yet to be determined project consistent with the zoning code for this site that could include, but would not be limited to, some type of affordable housing, mixed-use, or appropriate commercial uses. Failure to do so will cause the temporary use to expire on this date. While under consideration, the temporary use may be allowed to continue at the sole discretion of the City/RDA for up to two additional years. Completing this prior to this date may result in additional incentives being considered by the City/RDA to the Developer.
- Developer acknowledges that failure to meet any of these requirements may result in the City immediately taking action to cease the temporary uses and enforce any applicable financial penalties consistent with City ordinances or otherwise defined in the development agreement.

Staff is meeting with H.J. Martin on Friday, September 10th to further discuss options relating to a development agreement and will provide an update at the RDA meeting.

RECOMMENDATION

Direct staff to proceed with a development agreement based on the terms presented at the RDA meeting for consideration by the City Council, and prepare a draft PUD zoning for the site for consideration by the Plan Commission and City Council.

FISCAL IMPACT

No immediate fiscal impact. Future impacts would be addressed in a formal development agreement at the time of redevelopment.

ATTACHMENTS

None



Report to the
**Redevelopment Authority
of the City of Green Bay**

MEETING DATE

September 14, 2021

PREPARED BY

Neil Stechschulte, Director

AGENDA ITEM # E.2

Consideration with possible action on request by Impact Seven for a Planning Option Extension on 420 S. Broadway.

BACKGROUND

The original planning option was approved on May 11, 2021. Since then, Impact Seven has been in regular communication with staff and has shown adequate progress in their efforts to advance a project at the site, including site planning and undertaking efforts to secure financing. An extension was contemplated as part of the original planning option.

RECOMMENDATION

Approve the extension of the planning option to Impact Seven for 420 S. Broadway to March 1, 2022.

FISCAL IMPACT

No immediate impact. Future impacts subject to a formal development agreement.

ATTACHMENTS

1. 2021_05_17 BadgerSheetMetal_PlanningOption_signed
2. 2021_09_07 BadgerSheetMetal_Planning Option Extension Letter_signed

PLANNING OPTION AGREEMENT BETWEEN
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY
AND IMPACT SEVEN, INC.
FOR
402 S. BROADWAY, 420 S. BROADWAY, AND 419 MAPLE AVENUE

THIS AGREEMENT is made by and between the Redevelopment Authority of the City of Green Bay (hereinafter called "RDA"), and Impact Seven, INC. (hereinafter called "DEVELOPER") on May 11, 2021;

WHEREAS, the Properties at 402 S. Broadway, 420 S. Broadway, and 419 S. Maple Avenue, legally described in Exhibit "A" (hereinafter called the "RDA Site"), was acquired by the RDA for the purpose of blight mitigation and for inducing private enterprise to construct new development, and adding to the tax base of the City of Green Bay; and

WHEREAS, the DEVELOPER has requested permission to plan for the proposed construction of a multi-family residential or mixed-use development (hereinafter the "Project") on the RDA Site; and

NOW, THEREFORE, in consideration of the promises and obligations herein set forth, it is mutually agreed between the RDA and DEVELOPER as follows:

- I. EXECUTION OF AGREEMENT. The DEVELOPER shall, upon execution of the Agreement, tender to the RDA the sum of \$500 (Five hundred dollars and 00/100 cents) for the granting of planning rights as set out herein and effective as of the date first written above to the 9th day of August 2021. The sum tendered to the RDA shall be deposited into an RDA bank account. DEVELOPER may request a reasonable extension of this planning option prior to its expiration. However, any extension must be reviewed by the RDA, and approved at their sole discretion.
- II. DUE DILIGENCE. The RDA, during the period of the Agreement, or any extension thereof, shall provide that the RDA Site shall not be conveyed to any other legal entity. The RDA agrees to grant to the DEVELOPER exclusive rights for the purpose of performing due diligence which shall include securing financing, obtaining contractors, finalizing design plans and acquiring any other necessary research for the Project during the applicable planning period set out above.
- III. DEVELOPMENT AGREEMENT. That in the event the RDA and the DEVELOPER enter into a development agreement for the site, all fees paid to the RDA by the DEVELOPER, as set out herein, shall be credited to the DEVELOPER.
- IV. OBLIGATIONS. That the RDA shall coordinate public agency participation in planning, obtaining data from public records as may be available, and reviewing and commenting on aspects of the proposed development in a timely manner. DEVELOPER shall commence inspections of the RDA Site as DEVELOPER deems necessary and shall perform its due diligence in order to confirm the feasibility of the RDA Site for DEVELOPER's intended use.
- V. OWNERSHIP. That throughout the period of the planning option, the RDA shall maintain complete ownership of the property.
- VI. MISCELLANEOUS PROVISIONS.
 - A. DEVELOPER agrees not to discriminate on the basis of actual or perceived sex, race, religion, creed, color, national origin, ancestry, age, disability, lawful source of income,

marital status, familial status, sexual orientation, gender identity, gender expression, gender non-conformity, transgender status, past or present military service, or status as a victim of domestic abuse, sexual assault, or stalking in the sale or occupancy of the property or any improvements located thereon, in violation of any applicable law or regulation; provided, however, that a violation of said covenant will not result (and any subsequent lease or deed shall so provide) in a reversion or forfeiture of title, but will entitle the RDA to such injunctive relief or other remedies as may be available at law.

- B. The time for performance of any term, covenant, condition, or agreement of this Agreement shall be extended by any period of unavoidable delays. In this Agreement, "unavoidable delays" means beyond the reasonable control of the party obligated to perform the applicable term, covenant, condition, or agreement under this Agreement and shall include, without limiting the generality of the foregoing, delays, attributable to acts of God, any other party in this Agreement, strikes, labor disputes, governmental restrictions, court injunctions, riot, civil commotion, acts of public enemy and casualty.
- C. The RDA and DEVELOPER shall have the right to institute such actions or proceedings as they may deem desirable for effectuating the purpose of this Agreement; provided that any delay in instituting or prosecuting any such actions or proceedings or otherwise asserting such rights, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way. It is the intent of this provision that a party should not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of any remedy because of concepts of waiver, laches, or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the problems involved. No waiver in fact made with respect to any specific default, shall be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.
- D. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin governing agreements made and fully performed in Wisconsin. If any provision of this Agreement or the application thereof, to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement sets forth the entire understanding between the RDA and DEVELOPER with respect to its subject matter, there being no terms, conditions, warranties, or representatives with respect to its subject matter other than that contained herein. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns.
- E. ASSIGNMENT. DEVELOPER may not assign this Agreement or sell to a third party without the prior consent of the RDA. In the event that DEVELOPER violates this section, DEVELOPER shall pay to the RDA \$10,000 as damages for their action.
- F. AMENDMENTS TO AGREEMENT. This Agreement may not be changed orally, but only by agreement in writing and signed by the parties hereto.
- G. THIRD PARTIES. Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the parties hereto and not

for the benefit of any other persons, as third party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights, expressed or implied, upon any other person.

- H. **NO PARTNERSHIP CREATED.** This Agreement specifically does not create any partnership or joint venture between the parties hereto, or render any party liable for any of the debts or obligations of any other party.
- I. **ENVIRONMENTAL ASSESSMENT.** The RDA and City of Green Bay have fully disclosed to DEVELOPER any reports, analysis, studies, or other documents that would identify contaminants on the premises. DEVELOPER acknowledges that DEVELOPER has had a full and fair opportunity to inspect the premises and to perform any tests or analysis desired by DEVELOPER as to the condition of the premises.
- J. **FORMALITIES AND AUTHORITY.** The parties hereto represent and warrant that they are validly existing and lawful entities with the power and authorization to execute and perform this Agreement. The headings set forth in this Agreement are for convenience and reference only, and in no way define or limit the scope of content of this Agreement or in any way affect its provisions.
- K. **NOTICES AND DEMANDS.** A notice, demand, or other communications under this Agreement shall be sufficiently given or delivered if it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or delivered personally:

TO DEVELOPER: Michael Carlson, Vice President of Real Estate Development
Impact Seven, Inc.
2961 Decker Drive
Rice Lake, WI 54868

TO RDA: Neil Stechschulte, Secretary
City of Green Bay Redevelopment Authority
100 North Jefferson Street, Room 608
Green Bay, WI 54301

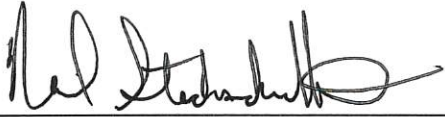
or to such other address, within the United States, with respect to a party as that party may from time to time designate in writing and forward to the other as provided in this Section. A copy of any notice, demand, or other communication under this Agreement given by a party under this Agreement to any other party under this Section shall be given to each other party to this Agreement.

- L. **NONMERGER AND SURVIVAL.** Any provision in this Agreement which has not been fully performed prior to transfer of possession shall not be deemed to have terminated, but shall, unless expressly waived in writing, survive such transfer of possession and be in force and effect until performed.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and effective as of the date first written above.

Redevelopment Authority of the City of Green Bay

A handwritten signature in black ink, appearing to read 'Neil Stechschulte', written over a horizontal line.

Neil Stechschulte, Secretary

Impact Seven, INC.:

A handwritten signature in black ink, appearing to read 'Michael Carlson', written over a horizontal line.

Michael Carlson, Vice President of Real Estate Development

THIS INSTRUMENT WAS DRAFTED BY
Matt Buchanan
City of Green Bay Redevelopment authority

EXHIBIT A
Legal Description of the RDA Site

Parcel Number: 3-569

Legal Description:

95,620 SQ FT ARNDTS ADDN LOTS 1,2,3 & WLY 56 FT OF LOT 4 & E 63 FT OF LOTS 5 & 6 BLK 6
ALSO PRT OF UNSURVEYED PRT OF PC 2 WSFR DESC IN 71 MR 198 & 95 D 234 & 229 D 88 &
276 D 363 & 353 D 435 & 361 D 96 & 696 R 257 & 75J161-40 & 75J174-1 & PRT VAC ALLEY ADJ AS
DESC IN J24431-49

Parcel Number: 2-947

Legal Description:

2.314 AC M/L PRT OF SURVEYED & PRT OF UNSURVEYED PRT OF PC2 WSFR & PRT OF VACANT
STRIP & PRT OF BLK 1 NIELS HANSEN & PRT OF LOTS 6,7,8,9 & 10 BLK 1 & PRT OF LOTS 4 & 5 BLK
A M SELLERS ADDN ALL DESC IN 2ND PCL IN 696 R 257 & IN 1932963 & IN 2145539

Parcel Number: 3-572

Legal Description:

0.112 AC M/L ARNDTS ADDN LOT 4 EX WLY 56 FT BLK 6

EXHIBIT B

See attached application for 402 S. Broadway, 420 S. Broadway, and 419 S. Maple Avenue



May 4, 2021

Redevelopment Authority of the City of Green Bay
ATTN: Neil Stechschulte
100 N. Jefferson Street
Green Bay, WI 54301-5026

RE: Impact Seven Planning Option for 420 South Broadway Street

Dear Mr. Stechschulte:

Please accept this planning option proposal for the former Badger Sheet Metal Works site at **420 South Broadway – Parcel ID Number 3-569**. The proposal describes Impact Seven's intent to develop the property for a mixed-used development that includes multi-family housing and commercial space complemented with on-site, structured parking.

We appreciate the contribution this site makes towards redevelopment in Green Bay, and we're inspired by the revitalization envisioned for the South Broadway Corridor. Together with the transformative Shipyard District redevelopment, the Broadway Corridor promise to evolve into a vibrant and engaging urban center that will attract diverse households.

Impact Seven is motivated to provide housing in Green Bay because of the significant community investments made over these last years by the city; because of the high quality of life available in terms of jobs, education and civic amenities; and because of the high quality of the South Broadway Street site itself.

City staff introduced Impact Seven's Real Estate team to the Broadway Street site in 2020. We subsequently engaged the architectural firm Engberg Anderson to develop a preliminary site capacity study and massing plan. We strived to ensure that our building placement would reflect the city's plans and respond to both the neighborhood and riverside contexts. Please find an excerpt from that site study below in this letter, and a full copy is attached to this application.

In early 2021, we presented the preliminary concept to staff to garner initial feedback. Staff responded positively and they were receptive and supportive of the concept. Since that time, city staff have provided a wealth of technical assistance and we have continued to update staff as our plans are refined.

The South Broadway Street project is located on a city-owned site on which we propose to build three (3) four-story buildings consisting of approximately 238 high-quality, market-rate apartments, reflecting a mix of 1, 2 and 3-bedroom units, over ground-level, structured parking. Amenities are to include:

- Ground-level parking;
- Shared “green roof” courtyard over the parking level;
- In-unit laundry;
- Onsite community room;
- Onsite fitness room;
- Onsite leasing office and management agent;
- Co-located businesses.

Impact Seven strives to complement the goals for the South Broadway Corridor and adjacent neighborhoods that are called for in the Shipyard Neighborhood Investment Strategy and other city plans incorporated into the Strategy -- higher density mixed-use development, increased supply of affordable housing, alternatives to single-family detached housing and additional commercial development.



Design Intent

Our goal is to create a live, work, play environment that is compatible with the character of the emerging South Broadway Corridor. Some of the design features include:

- Reconnecting South Chestnut Avenue to the site, which also provides a connection to the interior of the buildings;
- Preserving mature trees at the northeast corner of the property and creating a plaza that would offer an inviting place for those who live, work or visit the area;
- Providing ground level, structured parking that would be capped with a 'green' roof that provides an interior courtyard at the second floor level and site lines that connect people with street activity and the outdoors;
- A public greenway along the south side of the property that provides linkages to the Shipyard site;
- Amenities and commercial space including a ground floor leasing office which would serve to screen parking in the center and rear of the buildings.

We also propose to engage commercial tenants who are interested to locate on site, and to incorporate their commercial space into the ground floor of the new building that fronts South Broadway. Impact Seven has reached out to the owner of The Edge Barbershop and the Green Bay Bicycle Collective and both businesses have expressed interest in securing commercial space here. We also receptive to additional commercial possibilities for the site.

Overall, we look to foster a development capable of attracting residents who value an urban lifestyle close to amenities, walking and biking opportunities, access to public transportation, services and public spaces for interaction and civic engagement.

Project Timeline

We anticipate 9-12 months due diligence and pre-development period will be needed to finalize plans for formal city approval once the planning option is executed. During this due diligence period Impact Seven would engage a team of professionals to:

- Conduct an ALTA-compliant survey of the lot;
- Research and analyze overall site conditions;
- Secure permanent financing;
- Secure zoning consistent with the proposed use of the property;
- Conduct environmental and geotechnical analyses;
- Finalize design plans;
- Secure purchase approval of the Impact Seven Board of Directors as a precondition of closing.

Financing

The site lies within the boundaries of an Opportunity Zone, which encourages and attracts private investment to accelerate local economic growth and job creation. Impact Seven proposes to cultivate and secure a partnering equity investor to the project, to support Impact Seven's own equity dollars.

We plan to pursue private construction financing, and upon stabilization to convert to HUD 223(f) permanent financing.

We welcome the opportunity to discuss TIF funding from the City in support of TIF-eligible costs as well as other city resources that may be available.

We anticipate providing unrestricted/market units at the Broadway project. Our pro forma market rents are indexed to WHEDA's 80% AMI rents for Brown County. We anticipate setting final rents to be affordable to households who earn 80%-110% CMI. Our current workforce housing project under construction in Middleton, provides a measure of units available at 60% AMI rents and supported via a "capitalized rents" agreement as part of our TIF development agreement with the City of Middleton. We'd welcome the chance to provide Green Bay leadership and staff more details about this "capitalized rents" tool for supporting affordability within market-rate projects, and to discuss whether it might be a fit for the Broadway project.

Summary of Qualifications

Impact Seven is a private, nonprofit 501 (c) 3 and US-Treasury designated Community Development Financial Institution (CDFI). We provide real estate development, property management and business development services throughout Wisconsin. Impact Seven's property management division, Impact Management, manages 1300 properties across the state, including having secured a management contract to manage the Neighborworks Green Bay portfolio, providing an active property management division at work in Green Bay.

Please find included with this proposal supporting materials that demonstrate our ability both to create high-quality projects and to perform on our commitments:

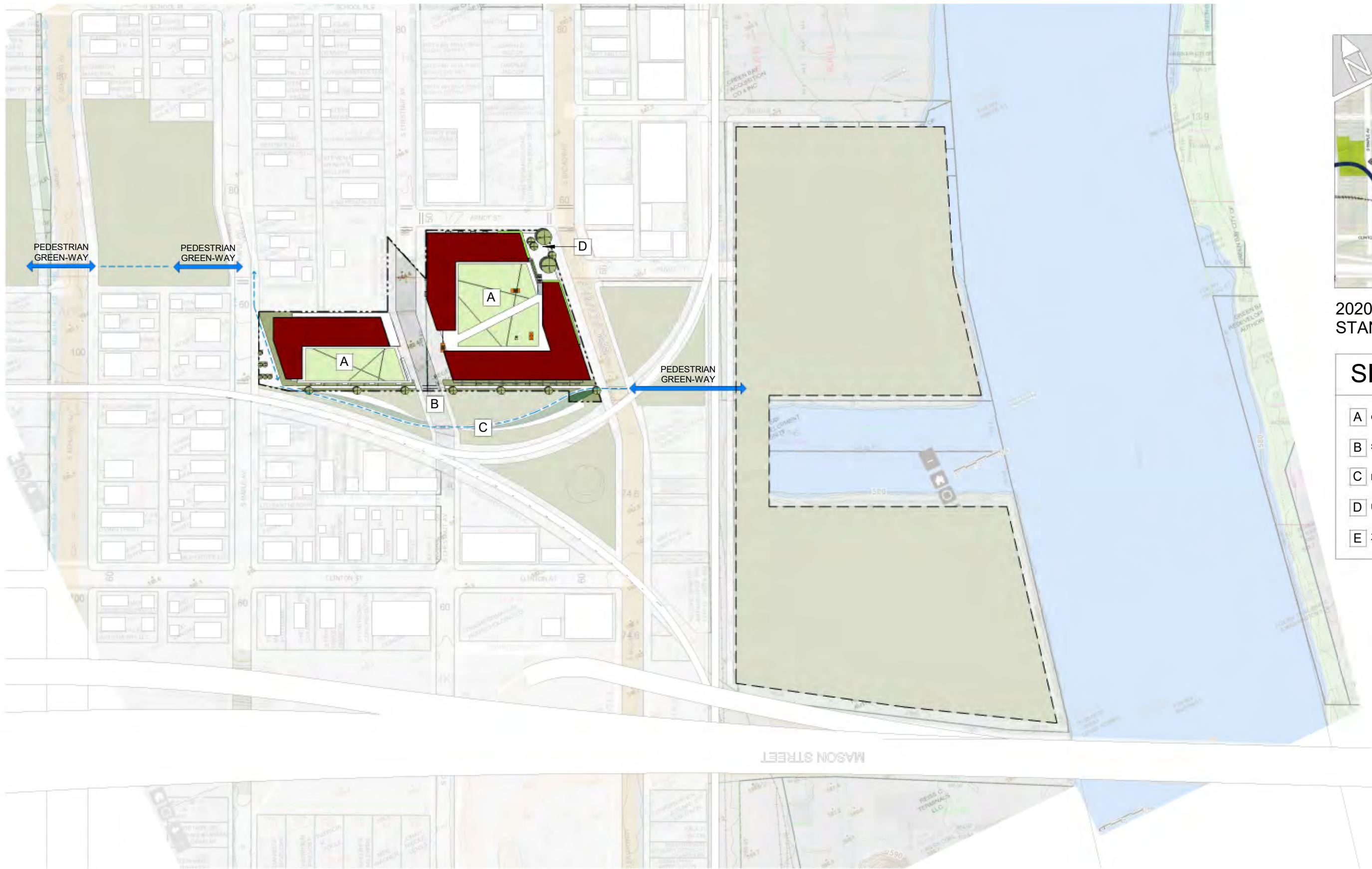
- Impact Seven 'Housing Resume' – This provides a summary of our housing program and key staff;
- Project Profiles – Selections of Impact Seven multi-family projects of similar size, scale and complexity;
- Trotta Building rendering – This is our 126-unit, market-rate project currently under construction in Middleton.

We are grateful for the RDA's time and consideration of our proposal and will provide any additional information upon request. Please don't hesitate to contact me with any questions. I can be reached by phone at 608-405-9064 or by email at michael.carlson@impactseven.org.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Michael Carlson', with a long horizontal flourish extending to the right.

Michael Carlson
Vice President, Real Estate Development
Impact Seven, Inc.



2020 LAND-USE STUDY:
STANTEC

SITE PLAN - KEY

- A** GREEN ROOF
- B** STREET EXTENTION
- C** NATURALIZED GREEN-WAY/WATER-WAY
- D** URBAN PLAZA
- E** x

BROADWAY MIXED-USE

SITE PLAN
SCALE: 1" = 200'-0"
2/5/2021
Engberg Anderson Project No.

Project
Number



TYP. RES LEVEL PLAN

B1 - SCHEMATIC UNIT TOTALS		L1	L2	L3	L4	L5	L6	TOTAL	PERCENT
	APPROX UNIT SF								
STUDIO	500 SF	0	0	1	1	1		3	3%
ONE BEDROOM	715 SF	8	16	17	17	17		75	79%
TWO BEDROOM	1100 SF	0	2	2	2	2		8	8%
THREE BEDROOM	1300 SF	1	2	2	2	2		9	9%
		9	20	22	22	22		95	100%

B2 - SCHEMATIC UNIT TOTALS		L1	L2	L3	L4	L5	L6	TOTAL	PERCENT
	APPROX UNIT SF								
STUDIO	500 SF	0	0	1	1	1		3	3%
ONE BEDROOM	715 SF	9	21	21	21	21		93	82%
TWO BEDROOM	1100 SF	1	3	3	3	3		13	12%
THREE BEDROOM	1300 SF	0	1	1	1	1		4	4%
		10	25	26	26	26		113	100%

B3 - SCHEMATIC UNIT TOTALS		L1	L2	L3	L4	L5	L6	TOTAL	PERCENT
	APPROX UNIT SF								
STUDIO	500 SF	0	0	1	1	1		3	4%
ONE BEDROOM	715 SF	0	13	13	13	13		52	66%
TWO BEDROOM	1100 SF	4	4	4	4	4		20	25%
THREE BEDROOM	1300 SF	0	1	1	1	1		4	5%
		4	18	19	19	19		79	100%



GROUND LEVEL PLAN

BROADWAY MIXED-USE

SCHEMATIC PLAN STUDY
SCALE: 1" = 100'-0"

2/5/2021

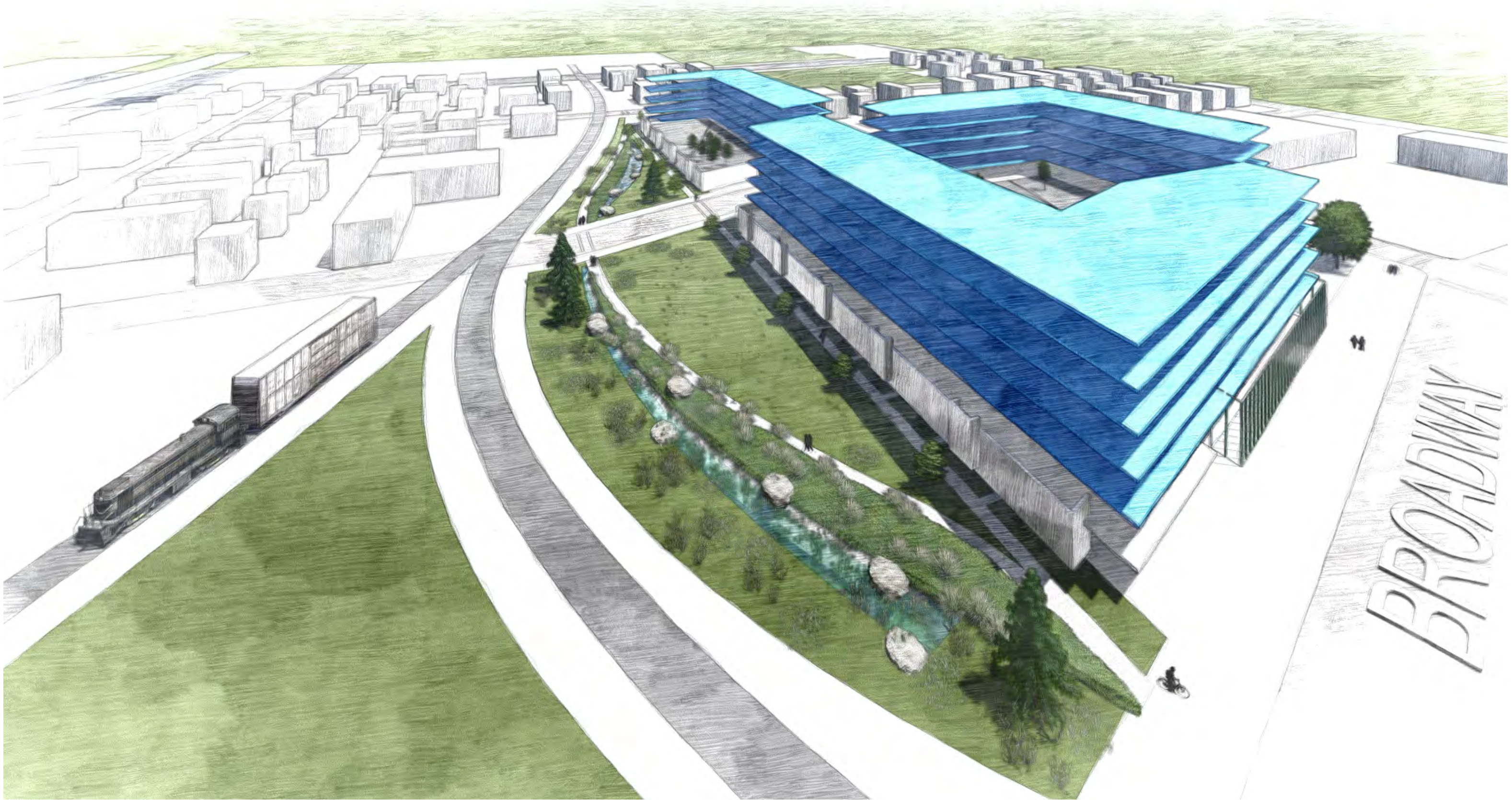
Engberg Anderson Project No. Number



BROADWAY MIXED-USE

BIRDSEYE VIEW
SCALE:
2/5/2021

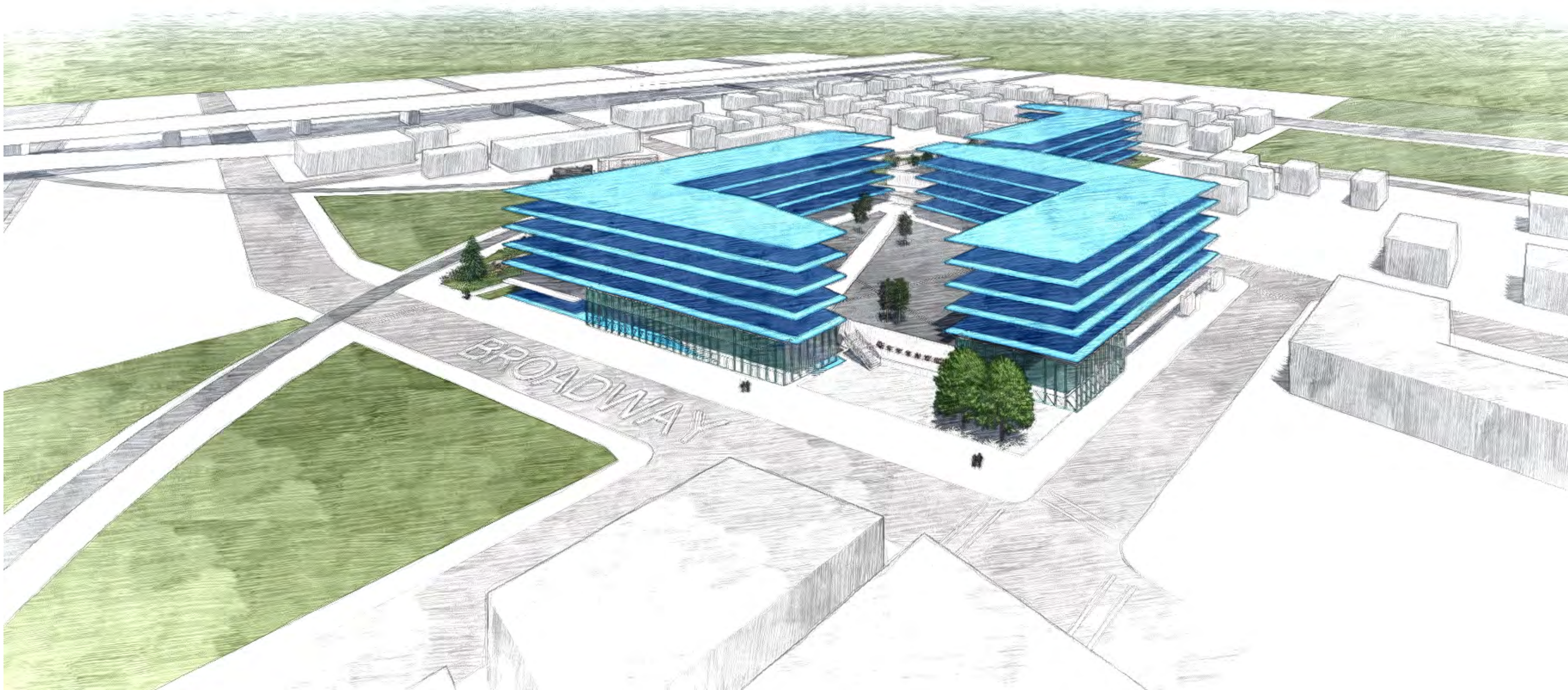
Project
Engberg Anderson Project No. Number



BROADWAY MIXED-USE

SE VIEW
SCALE:
2/5/2021

Project
Engberg Anderson Project No. Number



BROADWAY MIXED-USE

NE VIEW
SCALE:
2/5/2021

Project
Engberg Anderson Project No. Number



September 7, 2021

Redevelopment Authority of the City of Green Bay
ATTN: Neil Stechschulte
100 N. Jefferson Street
Green Bay, WI 54301-5026

RE: Impact Seven Planning Option Extension - 420 South Broadway Street

Dear Mr. Stechschulte:

Thank you for the opportunity to update the RDA on our pre-development work for the former Badger Sheet Metal Works site and request an extension to the planning option to March 1, 2022.

We value the continued support and guidance from City staff, and we are pleased to report our progress.

Updates:

- Stevens Construction has been engaged as our general contractor:
 - Project team 'kick-off' meeting held between Stevens, Engberg Anderson and Impact Seven;
- We had been searching for a subordinate debt or equity provider, and secured a solid opportunity for subordinate debt via Neighborworks, USA;
- The project team has been in active discussion with city staff, the consultants from Stantec, as well as WEDC staff, to evaluate sources for funding for environmental and site remediation.

We are grateful for the RDA's time and consideration of our request to extend the planning option. We will provide any additional information upon request. Please don't hesitate to contact me with any questions. I can be reached by phone at 608-405-9064 or by email at michael.carlson@impactseven.org.

Sincerely,

A handwritten signature in dark ink, appearing to read "Michael Carlson", with a long horizontal flourish extending to the right.

Michael Carlson
Vice President, Real Estate Development
Impact Seven, Inc.



Report to the
**Redevelopment Authority
of the City of Green Bay**

MEETING DATE

September 14, 2021

PREPARED BY

Neil Stechschulte, Director

AGENDA ITEM # E.3

Consideration with possible action on an amendment to the development agreement with Toonen Properties for an expanded project at 2540 University Avenue.

BACKGROUND

Toonen Properties is expanding their project to include the acquisition and improvement of the two residential structures previously constructed by TMD Properties. This change has caused Toonen to request several changes to the existing agreement, including the following:

- Removal of the “Master Parcel” references.
- Changing the base value 1/1/2026 to 1/1/2027.
- Extending the payment period out to 2040 from 2038.
- Changing the submission date for the concept plan to 7/1/2022.
- Revisiting the design of the recreation path.
- Changing the deadline for the CSM, construction documents, development budget, proof of equity, and proof of financing to 4/1/2023.

No additional TIF assistance is being requested.

These changes are being reviewed by the City Attorney’s Office, but no issues are anticipated at this time.

RECOMMENDATION

Approve the proposed changes subject to a final review by the City Attorney, and prepare a formal revised development agreement for consideration by the City Council.

FISCAL IMPACT**ATTACHMENTS**

- I. 09082021 Toonen Agreement Proposed Changes



City of Green Bay
Department of Community and Economic Development

DEVELOPMENT AGREEMENT 21-__
JBS / PACKERLAND PACKING SITE REDEVELOPMENT

This Development Agreement is made this _____ day of _____, 2021,
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"),
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"),
and RTH, LLC a Wisconsin limited liability corporation ("Developer").

RECITALS

- A. The City previously entered into a development agreement with TMD Properties on May 16, 2017 for a redevelopment project on the site identified below (hereinafter "TMD Agreement"). Both the City and TMD Properties intend to terminate the TMD Agreement with respect to all obligations which have not yet already been met. TMD Properties intends to retain ownership and control of those portions of the development which it has already completed ("TMD Development").
- B. Developer desires to develop the Property in substantially the same manner as was identified in the TMD Agreement, and which has not yet been completed by TMD Properties, but under the terms and conditions set forth herein.
- C. TMD Properties currently owns certain real property identified for real estate tax purposes and address as:

Tax Parcel	Address	Acres
21-301	2580 UNIVERSITY AVE	33.260

- D. The parcel listed above shall be referred to as the "~~Master Parcel~~ ^{Property}" and comprises approximately 33.260 acres of land. ~~Developer intends to acquire certain portions of the Master Parcel from TMD Properties for development purposes.~~
- E. ~~Approximately 3.9 acres of the Master Parcel will be retained by TMD Properties as the TMD Development. The remaining 29.4 acres will be divided from the Master Parcel into a new lot ("Property").~~ Developer shall acquire the Property for the purposes set forth herein. A map and legal description of the Property is herein attached as EXHIBIT A.
- F. Developer intends to complete a Project, which involves the demolition and environmental remediation, and installation of public infrastructure as required by the City, followed by the construction of approximately twelve (12) buildings with two hundred and nine (209) market rate apartment units over a three (3) year period:
- G. As of January 1, 2016, the ~~Master Parcel~~ ^{Property} has an aggregate assessed value of \$758,800.00, which based on the assessed tax rates in effect as of January 1, 2016, the Property yields approximately:
- I. \$17,064.41 in total real estate taxes annually (assessed mill rate of \$22.49);

2. \$16,936.41 in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$22.32); and
 3. \$6,715.38 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$8.85).
- H. As of January 1, 2021, the ~~Master Parcel~~ ^{Parcel} has an aggregate assessed value of \$3,379,900, which based on the assessed tax rates in effect as of January 1, 2021, the ~~Master Parcel~~ ^{Parcel} yields approximately:
1. \$89,419.10 in total real estate taxes annually (assessed mill rate of \$24.62);
 2. \$83,156.19 in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$24.62); and
 3. \$32,843.88 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.72).
- I. Upon completion of proposed Project, the City estimates the aggregate assessed property value of the ~~new Property and the remaining portion of the original Master Parcel~~ to be \$25,324,000.00, which is anticipated to yield approximately:
1. \$623,570.86 in total real estate taxes annually (assessed mill rate of \$24.62);
 2. \$579,920.90 in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$24.62); and
 3. \$246,149.30 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.72).
- J. Pursuant to the provisions of §66.1105, Wis. Stats. (the "Tax Increment Law"), the City has included the Property within Tax Increment District No. Eighteen (18) (the "TID"), which will provide part of the financing for certain costs of the Project.
- K. Developer has requested Tax Incremental Finance ("TIF") assistance from the City and RDA with regard to certain expenses, including, but not limited to environmental remediation; demolition; clearing of land; construction of new buildings; or the construction of public works infrastructure, which will constitute Qualified Expenditures (as defined below) for which TIF assistance may be afforded Developer.
- L. The City and RDA desire to have Developer perform the Project in order to generate economic activity and tax base for the community consistent with the City Comprehensive Plan.
- M. In order to induce Developer to undertake the Project, such that Developer remediates environmental hazards, enhances the physical landscape, removes blight, expands the range of residential products, adds residents, and encourages additional investment and development, and the public will generally benefit, the City has agreed to provide assistance to Developer as provided by this Agreement, all in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

I. PURPOSE

- A. Incorporation of Proceedings, Exhibits, and Recitals. All motions adopted, approvals granted, minutes documenting such motions and approvals, and plans and specifications submitted in conjunction with

any and all approvals as granted by the City or RDA, including but not limited to adopted or approved plans or specifications on file with the City or RDA, along with all of the Recitals set forth above, shall be incorporated into this Agreement by reference, upon attachment, or upon consent by amendment if necessary if not referenced or attached at the time of execution of this Agreement.

- B. Implementation Schedule. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth and/or incorporated herein. Any material modification or deviation from an approved schedule described in this Agreement shall occur only upon approval of the City and RDA, with any such approvals required to be in writing as an amendment to this Agreement, and which approvals shall not be unreasonably withheld, conditioned, or delayed. City shall cooperate and act promptly with respect to any and all permits or approvals necessary for completion of the Project. Notwithstanding the above, this Agreement shall not limit the discretion of the City, or any of its duly appointed and authorized governing bodies, boards or entities, in approving or rejecting any aspect of the Project or improvements contemplated on or about the Property.
- C. Entire Agreement. This writing including all Exhibits hereto, and the other documents and agreements referenced herein, constitutes the entire Agreement between the parties hereto in respect to the Project and all prior letters of intent or offers, if any, are hereby terminated. This Agreement shall be deemed to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of the City or RDA, granting approvals or conditions attendant with such approval, the terms of this Agreement shall be deemed controlling and the City and RDA will take the necessary action to amend any conflicting approvals or conditions.
- D. Purpose of the Agreement. In order to cause the Project to occur and to induce Developer to undertake the Project, to promote community development, industry and job creation and to expand and enhance the tax base within the City, the City intends to provide the TIF Incentives as set forth in this Agreement. The City intends to recover its costs through the Available Tax Increment generated by the Property and the remaining portion of the original Master Parcel. The parties intend to enter into this Agreement to record the understandings and undertakings of the parties and to provide a framework within which the Project may proceed.

II. DEFINITIONS; EXHIBITS

Whenever in this Agreement a pronoun is used it shall be construed to represent either the singular or the plural, masculine or feminine, as the case shall demand. As used in this Agreement, the following terms, when having an initial capital letter, shall have the following meanings:

- A. "Agreement" means this Development Agreement among the City, RDA, and Developer, as amended and supplemented from time to time.
- B. "Annual Assessed Value" means the assessed value of the Private Building Improvements and the Real Estate Property, as defined in this Agreement, as of January 1 of any calendar year.
- C. "Available Tax Increment" means the amount of Tax Increment (as defined below) actually received by the City generated by any increase of value of the Property and the remaining portion of the original Master Parcel above the Base Value and attributable to development within a tax incremental finance district, during the twelve (12) month period preceding a payment date, that has not been previously used to make payment on bonds or other obligations as determined by the City. The amount of Available Tax Increment may fluctuate based on variations in the property valuations, tax rate, depreciation and other independent factors.

- D. "Base Value" means the aggregate assessed value of the ~~Master Parcel~~ ^{Property} as of January 1, 2017.
- E. "City" means the City of Green Bay, Brown County, Wisconsin.
- F. "Concept Plan" means the plan for the Project.
- G. "Developer" means RTH, LLC, or any assignee of the same.
- H. "Plans and Specifications" means the plans and specifications developed for the Project.
- I. "Public Improvements" means the public infrastructure improvements in connection with the Project including, without limitation, all road improvements, grading, engineering, landscaping, erosion control, sanitary sewer, storm sewer and potable water and wastewater mains and laterals, natural gas, high speed cable, telephone, electrical power and other public utilities.
- J. "Preliminary Concept Plan" means the initial Concept Plan, a copy of which is attached as EXHIBIT B and which is subject to such changes as Developer, the City or RDA may propose and the City and RDA may accept in its sole discretion.
- K. "Private Improvements" means the improvements to be constructed on the Property that are not Public Improvements.
- L. "Project" means the Project as defined in the Recitals.
- M. "Public Art" means art that shall be accessible to the public, and includes all forms of original creations of visual art, conceived in any medium, material, or combination thereof, including paintings, drawings, stained glass, and murals in any media; statues, bas relief, mobile, kinetic, electronic, neon, or other sculptures; environmental artworks; fountains, arches or other structures intended for ornament; integrated and functional architectural elements of a structure; video and other media-based works; inscriptions, fiber works, carvings, mosaics, photographs, drawings, collages, textile works and prints; crafts, both decorative and utilitarian in clay, fiber, wood, metal, glass, stone, plastic and other materials; artist-designed public spaces and functional elements which are either a part of a larger project or a separate entity in and of itself.
- N. "Qualified Expenditures" means any expenditures of Developer for the Project that are eligible for TIF Incentives, as defined in Section III. C, such as, infrastructure improvements; environmental remediation; demolition; clearing of land; and construction of new buildings.
- O. "Special Assessment" means any special assessment levied against the Property and or the remaining portion of the original Master Parcel by the City under §66.0701-0733, Wis. Stats., the City Code of Ordinances and this Agreement.
- P. "Special Charge" means any special charge levied against the Property and or the remaining portion of the original Master Parcel by the City under §66.0627, Wis. Stats., the City Code of Ordinances and this Agreement.
- Q. "Tax Increment" means that amount obtained by multiplying the total county, city, school and other local general property taxes levied on all taxable property within a TID in a year by a fraction having as a numerator the value increment for that year in the district and as a denominator that year's equalized value of all taxable property in the TID.

- R. "TID" means Tax Increment District No. Eighteen (18) of the City of Green Bay, which has been established and is in good standing by the City of Green Bay, Wisconsin.
- S. "TIF" means Tax Increment Financing, as described in Section III below and in particular, Tax Increment Financing relating to the TID.
- T. "TIF Incentive" means the financial incentive as set forth in Section III of this Agreement including specifically the Tax Incentive Cap.

III. TAX INCREMENT FINANCING

- A. Qualification for TIF. Developer shall demonstrate to the satisfaction of City and RDA a need for TIF, with such determination to be made according to the "but for" test, that is, that but for the City and RDA providing TIF, the Project would not happen. At the request of the City or RDA, Developer shall provide an independent analysis from a consultant expert in TIF to justify to the satisfaction of the City and RDA the Developer's qualification and need for TIF, both in terms of Qualified Expenditures and the amount of money to be paid to Developer.
- B. Nature of TIF Incentive. The TIF Incentive available to Developer under this Agreement shall be defined as the following:
 - 1. Property Investment. The City previously invested one million five hundred thousand dollars (\$1,500,000.00) in the ~~Master Parcel~~ ^{Property} for demolition and environmental remediation costs benefitting the ~~Master Parcel, including the~~ Property. Developer acknowledges and agrees that it is the beneficiary of this investment, and that this investment is a part of the Incentive received by it.
 - 2. PAYGo Reimbursement. The City shall provide an additional TIF Incentive as a pay-as-you-go (PAYGo) obligation of the City, which is further defined as follows:
 - a) Developer shall be responsible to incur and pay all of the upfront costs of the Project and, to the extent TID revenues are sufficient to the limits of the TID and this Agreement, Qualified Expenditures as identified in Section III have not been covered by the Property Investment shall be reimbursed to Developer pursuant to this PAYGo TIF Incentive.
 - b) Commencing the first year after the first occupancy permit for the Project has been issued, the assessed value of the Property and the remaining portion of the original Master Parcel shall be determined on January 1 of each tax year and shall be compared to the Base Value. The difference between the foregoing shall be known as the Incremental Property Value.
 - c) Incremental Property Value multiplied by the assessed mill rate, less payments of real estate taxes to the State of Wisconsin, shall be known as the TIF Increment.
 - d) The City shall first use the TIF Increment to recover all of the Property Investment, and any annual interest accrued at 2% per year. Should the annual investment recovery payment to the City not consume all of the TIF Increment in a given year, the City shall make available not more than eighty percent (80%) of the remaining TIF Increment to the Developer.

- e) Developer shall not be entitled to any TIF Increment unless the aggregate assessed Property value meets or exceeds eighty percent (80%) of \$22 million (\$22,000,000.00) or seventeen million six hundred thousand dollars (\$17,600,000.00). Upon reaching this threshold, Available TIF Increment shall be distributed as follows:

(I) Provided the aggregate assessed Property value meets or ²⁰²⁷exceeds twenty-two million, (\$22,000,000.00) on or before January 1, ~~2026~~, the City shall make available eighty percent (80%) of the remaining TIF Increment to the Developer until all Qualified Expenditures have been repaid or the incentive period expires.

(II) In the event the aggregate assessed Property value is between seventeen million six hundred thousand dollars (\$17,600,000.00) and twenty-two million (\$22,000,000.00) on or before January 1, ~~2026~~²⁰²⁷, the City shall prorate the remaining TIF Increment available to the Developer, based on a percentage of sixty-four percent (64%) for an amount equal to seventeen million six hundred thousand dollars (\$17,600,000.00), and eighty percent (80%) for an amount equal to twenty-two million (\$22,000,000.00). For example, if the aggregate assessed property value is nineteen million eight hundred thousand (\$19,800,000.00) on January 1, ~~2026~~, the City shall make available seventy-two percent (72%) of the remaining TIF Increment to Developer.

f) Developer acknowledges ^{Property} and agrees that PAYGo TIF Incentive is based on the valuation of the ~~Master Parcel~~²⁰²⁷, and therefore includes tax increment generated from the TMD Properties. Developer further agrees that it shall be solely responsible for the aggregate assessed value of the ~~Master Parcel~~^{Property}, regardless of ownership of any portion of the ~~Master Parcel~~^{Property}.

g) PAYGo Reimbursement payments will be payable to Developer in the year following the year of the TIF Increment determination, after Developer has provided proof to the City of the full payment of the real estate taxes, special assessments and special charges against the Property for the previous year. For example, if the first occupancy permit is issued on September 1, 2023, the TIF Increment would be determined as of January 1, 2024 and the PAYGo reimbursement would first be payable in 2025.

C. Qualified Expenditures. Qualified Expenditures are expenditures of Developer for the Project that are eligible for TIF Incentives, which shall be limited to:

1. Environmental remediation and asbestos abatement; and
2. Demolition, including the grinding of concrete and asphalt; and
3. Utility removal and relocation, including sewer, electrical, and fiber-optic lines; and
4. Infrastructure development, including clearing of land, site contouring, and the construction of new road(s), driveways, sidewalks, trails, water, sewer, and stormwater facilities. Any public infrastructure shall be designed to adopted City standards and subject to acceptance of by the City at its sole discretion; and
5. Architectural and aesthetic enhancements in the construction ^{the existing and} of new buildings as approved ¹ by the RDA.

D. Limitations. The TIF Incentive available to Developer for the Project is limited as follows:

1. Monetary Limitation. The PAYGo TIF Incentive in any year shall not exceed eighty percent (80%) of the Available Tax Increment for the Property.
2. Tax Incentive Cap. The City shall not be obligated to pay TIF Incentive, inclusive of both the Property Investment and PAYGo Reimbursement, in excess of the lesser of six million five hundred thousand dollars (\$6,500,000.00) or the total amount of Qualified Expenditures incurred by Developer. The property investment counts against this cap, leaving a remaining net cap of five million dollars (\$5,000,000.00) to be available to the Developer on a PAYGo basis.
3. Tax Receipts Limitation. Only the Available Tax Increment actually received by the City, and no other property, revenue, or asset of the City, shall be used to pay such amounts.
4. Temporal Limitation. Provided Developer qualifies for TIF Incentive and provides adequate proof to the City and RDA that Developer has incurred Qualified Expenditures, the PAYGo TIF Incentive payments shall be made within thirty (30) days after Developer has paid the real estate taxes and any Special Assessments and Special Charges in full for the previous tax year, provided, however, in no event shall the PAYGo TIF Incentive payments continue after the earlier of:
 - a) Calendar year ~~2038~~, **2040**
 - b) The termination date of the TID, which is currently set at 2043; or
 - c) The termination of this Agreement if before the termination of the TID.

E. No General Obligation of City. The City's obligation to make TIF Incentive payments shall be a special and limited obligation only and shall not be considered a general obligation of the City, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of such amounts. The City shall take no action to dissolve the TID before payment of all TIF Incentive payments due to the Developer, subject to the provisions of this Agreement. In no circumstances shall amounts to be paid Developer hereunder be considered an indebtedness of the City, and the obligation of the City hereunder is limited to the Available Tax Increment appropriated and received by the City. Amounts due hereunder shall not count against the City's constitutional debt limitation, and no taxes will be levied for its payment or pledged to its payment other than from the Available Tax Increment.

IV. OBLIGATIONS OF DEVELOPER

A. Concept Plan. Prior to ~~December 31, 2021~~, **July 1, 2022**, Developer shall submit a Concept Plan to RDA for approval, which shall be based on, but may differ in minor respects from the Preliminary Concept Plan presented in the Term Sheet. The Concept Plan shall clearly identify:

1. Full vehicular, pedestrian, and bicycle ingress and egress to the Property and the remaining portion of the original Master Parcel from both University Avenue and Rothe Street; and
2. **hard Surfaced** ~~A paved~~ pedestrian and **or** bicycle multi-use path, no less than **eight (8)** ~~ten (10)~~ feet wide, and designed cooperatively with the City Department of Parks, Recreation, and Forestry, from the northern boundary of the Property on University Avenue, and the western Boundary of the Property on Rothe Street, to the southern boundary of the Property adjacent to City-owned park land. An alternative design and route may be approved by the City at the City's sole discretion

upon sufficient evidence from the Developer that the defined route is not feasible due to excessive slopes, waterway crossings, or other physical constraints; and

3. A utility plan that demonstrates that the development can be adequately served by water and sanitary sewer, including confirmation that adequate water pressure is available as defined in current fire and building codes, and determined by the City of Green Bay Fire Marshal.
- B. Certified Survey Map or Plat. Prior to April 1, ~~2022~~²⁰²³ and prior to approval of any zoning or building permits, Developer shall prepare and submit a certified survey map or plat for approval by the City, RDA and any other party who's consent is required that shall include the separation of any property to be retained by TMD Properties, and any proposed dedication of right of way for public streets, including and documentation that any existing or future streets have been or will be designed and constructed to City standards as determined by the City's Department of Public Works and subject to formal acceptance of any dedication of streets by the City Council. The certified survey map or plat to be recorded with the Brown County Register of Deeds
- C. Construction Documents. Prior to April 1, ~~2022~~²⁰²³, and prior to commencement of construction of any phase of the Project, Developer shall submit site plans, building plans, and other drawings that fix and describe the size and character of the entire Project, along with architectural and general contracts, to RDA for approval, which shall not be unreasonably withheld, conditioned, or delayed. The Construction Documents shall include:
1. Plans and specifications for structural, mechanical and electrical systems, materials; and
 2. Full-color elevations for all sides of all proposed structures; and
 3. Descriptions and actual samples of all exterior building materials; and
 4. Descriptions and photographic examples of interior finishes; and
 5. Other such essential items as may be determined by the RDA to be appropriate.
- D. Development Budget. Prior to April 1, ~~2022~~²⁰²³, Developer shall submit a Development Budget, prepared in accordance with general principles for construction and development budgeting, to RDA for approval, which shall not be unreasonably withheld, conditioned, or delayed. The Development Budget shall include:
1. Not less than twenty-five million dollars (\$25,000,000.00) in "hard" construction costs for the entire Project; and
 2. A line item of not less than ten percent (10%) of total Project costs for cost overruns and change orders; and
 3. A line item of not less than one percent (1%) of the estimated aggregate assessed value of the Property ~~and the remaining portion of the original Master Parcel~~, which shall be specifically dedicated towards
 - a) Public Art on the Property including onsite building architecture or other onsite improvements accessible to or available to the general public; or
 - b) Public Art within one-half (1/2) mile of the Property; or

- c) A separate Public Art project(s) approved by the RDA and GBPAC; or
 - d) Funds for design and maintenance of Public Art, or any combination of the alternatives herein; and
4. Line items for each of the Qualified Expenditures for which the Developer is seeking a TIF Incentive, as identified in Section III.
- E. RDA Approvals. The RDA shall indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the Concept Plan, Construction Documents, or Development Budget, or any revisions; provided, however, that the RDA shall approve such revised Concept Plan, Construction Documents, or Development Budget unless it determines such revisions would impair the objectives of this Agreement, impose substantial financial burdens on the City or the RDA, or materially and adversely affect the Concept Plan. The RDA will make all reasonable efforts to determine the acceptability of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans. At any time during the implementation of the development contemplated by this Agreement, the RDA or Developer may propose modifications to the Preliminary Concept Plan and the approved Concept Plan subject to the agreement of the RDA and the Developer. At any time during the implementation of the development contemplated by this Agreement, Developer may submit to the RDA proposed revisions in the approved Concept Plan, Construction Documents, or Development Budget in order to enhance the achievement of the objectives of this Agreement and to improve and refine the approved Concept Plan.
- F. Compliance with Planning; Zoning; Permits and Use. Developer will obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to develop and use the Property as set forth above, including, but not limited to:
- 1. Developer shall pay all water, sewer, and other impact fees that may be due and payable in connection with the Project.
 - 2. The acceptance of this Agreement and granting of any and all approvals, licenses, and permits by the City shall not obligate the City to grant any variances, exceptions, or conditional use grants, or approve any building or use the City determines not to be in compliance with the municipal codes and ordinances of the City, or in the best interests of the City or the RDA.
 - 3. Developer shall have obtained the approval of the City, RDA, and State of Wisconsin Department of Transportation to a traffic impact analysis regarding the Project.
- G. Proof of Equity. Developer shall have in place and shall provide the City and RDA no later than April 1, ~~2022~~²⁰²³, proof of equity in the form of the value of the Property, less any mortgages thereon, not less than twenty percent (20%) equity available for injection into the Project in an amount sufficient to obtain financing for all Phase I and II Project costs. Any available Developer funds obtained from sources other than lenders or the City shall be expended on the Project before any lender or City funds are expended or any third party financing is used to pay Project costs.
- H. Proof of Financing. By no later than April 1, ~~2022~~²⁰²³, Developer shall have delivered proof satisfactory to the City and RDA of financing, which after injection of the Developer equity into the Project, will be sufficient in the determination of the City and RDA, to complete the Project according to the plans and specifications.

- I. Acquisition of Property. Developer shall provide copies of deeds and such other closing documents as requested by the City or RDA regarding the purchase of the Property and rights of way. The Property and rights of way shall be owned in the name of the Developer.
- J. Termination or Relocation of Easements. Developer shall have agreements with all holders of easements or any other rights that may be affected by the Project, regarding the termination, modification or relocation of such easements and other rights in order to accommodate the Concept Plan.
- K. Use of Funds. Developer may use TIF supported funds only to fund Qualified Expenditures as set forth in the approved Development Budget.
- L. Improvement of Property. Developer shall promptly design and complete the Project. Substantial work on the Project shall commence no later than ninety (90) days after the last to occur of approval by the City and RDA of the Preliminary Concept Plan, approval by RDA of the Development Budget and Development Plans, and/or issuance of a building permit and all other permits or licenses required to commence construction, which shall be no later than ~~May 1, 2022~~ ^{July 1, 2023}. Developer shall file with the RDA copies of the detailed construction plans within ninety (90) days after completion of the Project.
- M. Reports and Information. During the period before the commencement of construction, Developer shall from time to time provide to the RDA information having a bearing upon the Property, the Project, material developments in marketing, sale and leasing relating to the Project, and any other material matters pertaining to the interests of the City and the RDA in the Property or under this Agreement. Developer shall file with the RDA quarterly progress reports during the course of construction. Developer shall provide RDA with a copy of annual, audited financial statements for Developer through termination of this Agreement upon written request.
- N. Copies of Documents. All documents from Developer to the City or RDA shall be submitted in triplicate.
- O. Maintenance and Repair. Developer shall at all times keep and maintain, or cause to be kept and maintained, the Property in good condition and repair, in a safe, clean, and attractive condition, and free of all trash, litter, refuse, and waste, subject only to demolition and construction activities contemplated by this Agreement.
- P. Transfer of Sale of Project Property.
- I. Notice of Intent to Transfer. If Developer intends to sell, transfer or convey the Property or any part thereof before termination of this Agreement, Developer shall provide to the City and RDA a written request for transfer thirty (30) days prior to the anticipated transfer. The City or RDA may deny the request for any commercially reasonable reason. Developer may assign all rights and obligations under this Agreement only to an entity controlled and affiliated with Developer to own, manage and operate the Property. This Agreement inures to the benefit and becomes the obligation of the heirs, successors and assigns of Developer. This Agreement shall run with the land and shall be binding upon all current and future owners of the Property. Owner shall not be required to provide the City or RDA with written notice of its intent to transfer in connection with the granting of any mortgage or security agreement to finance or refinance loans for the purchase of the Property or payment of costs of the Project.
 2. No Transfer to Exempt Entities. Prior to the closure of Tax Increment District No. Eighteen (18), the Property shall not be sold, transferred or conveyed to, leased or owned by any entity

or used in any manner that would render any part of the Project Property exempt from taxation, unless the purchaser, transferee, lessee or owner first executes a written agreement with the City and RDA in a form satisfactory to the City providing for acceptable payments to the City in lieu of taxes.

Q. Easements. Developer shall grant to the City such easements as are reasonably necessary for public improvements, infrastructure, ingress or egress, utilities, lighting or landscaping or any other access necessary to effectuate this Agreement. Developer shall cause existing easements to be relocated or terminated to accommodate the Project.

R. Environmental.

1. Presence of Hazardous Materials and Compliance with Environmental Laws. Before commencement of Phase One (I), Developer shall be satisfied, through such means as are commercially reasonable, that the Property is free of Hazardous Materials or that any Hazardous Materials on or within the Property are being stored and handled in strict compliance with all Environmental Laws. Developer shall provide the City and RDA with copies of all environmental reports pertaining to the Property no later than ten (10) days after receiving the same.
2. Developer's Environmental Indemnification. Developer shall indemnify, pay on behalf of, defend and hold the City, the RDA, and their respective agents, officials, employees, representatives, successors and assigns, harmless from and against any loss, damage, claim, fine, penalty, assessment, liability, or other charge or claim, and all costs (including, without limitation, reasonable legal, accounting, consulting, engineering, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity):
 - a) Arising from the actual existence, treatment, deposit, release, storage, or disposal of any Hazardous Materials on, within or about the Property; or
 - b) Arising from the breach of any warranty, covenant or representation of Developer to the City or RDA, or any other obligation of Developer to the City or RDA regarding Hazardous Materials under this Agreement.
3. Hazardous Materials Defined. As used herein, the term "Hazardous Materials" means:
 - a) Hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including but not limited to substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. 1802; the Resource Conservation and Recovery Act, 42 U.S.C. 9601 et seq.; the Clean Water Act, 33 U.S.C. 1251; the Safe Drinking Water Act, 42 U.S.C. 300f et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or hereafter in effect relating to environmental matters (collectively, "Environmental Laws"); and

- b) Any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any Environmental Law, now or hereafter in effect, including but not limited to: petroleum, refined petroleum products, waste oil, waste aviation or motor vehicle fuel, and asbestos containing materials.
- 4. Acknowledgment of Environmental Conditions. Developer understands, acknowledges, and agrees that, as between the City and Developer, Developer is solely responsible for any outstanding environmental conditions which may exist on the Property, including any which may not have been fully remediated, corrected, addressed, or brought into compliance for the purposes herein by TMD Properties as the prior owner. Developer further acknowledges and agrees that it has performed an independent environmental investigation into the condition of the Property, that it is satisfied with the results of such investigation, and has resolved all potential liability and remediation requirements in their purchase agreement with TMD Properties.
- 5. Survival. The provisions of this Section shall survive the conveyance to Developer of any City and/or RDA Property.
- S. Insurance. Before commencement of construction activities on the Property, Developer shall deliver to the City and RDA certificates of insurance, copies of endorsements, and other evidence of insurance requested by the City or RDA, which Developer is required to purchase and maintain, or cause to be purchased or obtained, in the types and amounts of coverage listed below, each of which shall name the City and RDA as additional insured parties:
 - 1. Workers Compensation and Related Coverage. Coverage for state and federal workers compensation shall be defined by state and federal statute. The amounts of employer's liability coverage shall be in not less than the following limits:
 - a) Bodily Injury by Accident - \$100,000 per accident;
 - b) Bodily Injury by Disease - \$100,000 per employee; and
 - c) \$500,000 policy limit.
 - 2. Comprehensive General Liability Insurance. Coverage shall be written on a commercial general liability form, and shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages for personal injury, including accidental death, as well as claims for property damages which may arise from operation under this Agreement, whether such operations be by Developer, any subcontractor, or anyone directly or indirectly employed by either of them in such manner as to impose liability on the City or RDA. The amounts of such insurance shall be not less than the following limits:
 - a) General Aggregate Limit - \$2,000,000; Personal and Advertising Injury Limit (per person/organization) - \$2,000,000;
 - b) Bodily Injury and Property Damage - \$2,000,000 per occurrence;
 - c) Fire Legal Liability Damage Limit - \$100,000 per occurrence; and
 - d) Medical Expense Limit - \$10,000 per person.

3. Comprehensive Automobile Liability and Property Damage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages associated with operations of owned, hired, and non- owned motor vehicles. The amounts of such insurance shall be not less than the following limits:
 - a) Bodily Injury - \$250,000 per person; and
 - b) \$1,000,000 per occurrence; and Property Damage - \$250,000 per occurrence.
4. Umbrella Coverage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement with limits of \$1,000,000 for bodily injury, personal injury, and property damage on a combined basis with the stated underlying limits of Paragraphs 1 to 3 above.
5. Builder's Risk Insurance. Before commencing construction of any improvements on the Property and during any construction activities contemplated by this Agreement, Developer shall obtain and keep in full force and effect and all builders risk insurance policy for all portions of the Property with coverage equal to the total amount of the construction contracts for all such construction activities. Nothing in this Agreement is intended to relieve Developer of its obligation to perform under this Agreement and, in the event of loss, Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.
6. Fire and Casualty Insurance. Developer shall obtain and keep in full force adequate fire and casualty insurance with coverage in an amount equal to the assessed value of such improvements. In the event of loss the Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

T. General Indemnity.

1. Protection Against Losses. Developer shall indemnify, defend and hold harmless the City, RDA, and their respective officers, employees, agents, attorneys, insurers and the successors and assigns of all of the foregoing, from any and all liabilities, claims, losses, damages, judgments or awards, costs or expenses, including reasonable attorneys' fees, of whatsoever nature and by whomsoever asserted, whether asserted by a third party or by a party to this Agreement (hereinafter "Losses"), directly or indirectly, arising out of, resulting from or in any way connected with:
 - a) Any breach by Developer of the terms of this Agreement;
 - b) Any non-compliance with laws, ordinances, rules or regulations applicable to Developer's obligations under this Agreement; or
 - c) Any governmental, regulatory or other proceedings to the extent any such proceedings result from Developer's failure to comply with its obligations under this Agreement or otherwise.
2. Indemnification Procedures. Developer shall promptly assume full and complete responsibility for the investigation, defense, compromise and settlement of any claim, suit or action arising out of or relating to the indemnified matters following written notice thereof from the City or RDA, which notice shall be given by the City or RDA within ten (10) days of their knowledge of such claim, suit or action. Failure to provide such timely notice shall not eliminate Developer's indemnification obligations to the City and RDA unless, and only to the

extent to which, such failure has substantially prejudiced Developer. Notwithstanding the foregoing, in its sole discretion and at its expense, the City and RDA may participate in or defend or prosecute, through their own counsel(s), any claim suit or action for which either of them is entitled to indemnification by Developer; provided, however, that if the City or RDA is advised in writing by its legal counsel that there is a conflict between the positions of Developer and City or RDA, as appropriate, in conducting the defense of such action or that there are legal defenses available to the City or RDA different from or in addition to those available to Developer, then counsel for the City or RDA, at Developer's expense, shall be entitled to conduct the defense only to the extent necessary to protect the interests of the City or RDA. Developer shall not enter into any compromise or settlement without the prior written consent of the City or RDA, as appropriate, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against the City or RDA shall be reasonable grounds for the City or RDA to refuse to provide written consent to a compromise or settlement. If Developer does not assume the defense of such claim, suit or action, Developer shall reimburse the City and RDA for the reasonable fees and expenses of counsel(s) retained by the City and by RDA, and shall be bound by the results obtained by the City and RDA; provided, however, that no such claim, suit or action shall be settled without Developer's prior written consent, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against Developer shall be reasonable grounds for Developer to refuse to provide written consent to a compromise or settlement.

V. CONDITIONS PRECEDENT TO OBLIGATIONS OF CITY AND RDA

The City's and RDA's obligations under this Agreement are conditioned upon the following:

- A. Existence. Developer shall have provided City and/or RDA a certified copy of its organizational documents and a certificate from the Department of Financial Institutions for the State of Wisconsin indicating Developer's existence and good standing.
- B. Incumbency; Due Authorization. Developer shall have provided a certificate of incumbency and resolutions of the company, demonstrating Developer has been duly authorized to enter into this Agreement and authorizing the person signing this Agreement to execute and deliver it to the City and/or RDA, and to bind Developer to its terms.
- C. No Violation or Default. Developer shall not be in violation of any of its governing documents or other contracts subject to this Agreement or of any other agreement between Developer and the City and/or RDA.
- D. Insurance. Developer shall have delivered to the City and/or RDA certificates of all insurance required under this Agreement.
- E. TID District. The TID shall be in effect and in good standing certified by the Wisconsin Department of Revenue.

VI. CONDITIONS PRECEDENT TO OBLIGATIONS OF DEVELOPER

The obligations of Developer under this Agreement are conditioned upon the following:

- A. TID. The TID shall be in effect and in good standing certified by the Wisconsin Department of Revenue.

- B. Due Authorization. The City Council of the City shall have passed a resolution on due notice, authorizing the City to enter into this Agreement and authorizing the person(s) signing this Agreement to execute and deliver it to Developer and to bind the City to its terms. All actions required to authorize RDA to enter into this Agreement shall have been taken and evidence of such actions, including authorization of the person signing this Agreement on behalf of RDA shall have been provided to Developer.

VII. REPRESENTATIONS, WARRANTIES AND COVENANTS

Developer represents and warrants to the City and RDA as follows:

- A. No Material Change in Documents. All contract documents and agreements have been furnished to the City and RDA, as the case may be, and are true and correct and there has been no material change in any of the same.
- B. No Material Change in Developer Operations. There has been no material change in the business operations of Developer since the date the parties began negotiation to enter into this Agreement.
- C. Compliance with Zoning. The Property now conforms and will continue to conform at all times and in all respects with applicable zoning and land division laws, rules, regulations and ordinances.
- D. Payment. Developer shall pay for all work performed or materials furnished for the Project when and as the same become due and payable. Developer shall not suffer any construction or other involuntary lien to be imposed upon the Property, except for liens for claims to payment that are subject to a bona fide dispute, and, in that case, such liens shall be removed by Developer posting bond or other security, paying one hundred and twenty percent (120%) of the lien claimed into court, escrowing funds or promptly taking other steps to remove the lien of record. Developer shall pay all other obligations relating to the Project, including all creditors holding liens or mortgages against the Property when and as the same become due. Developer will pay all taxes and assessments levied against the Property when and as the same become due.
- E. Certification of Facts. No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the City or RDA pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading.
- F. Good Standing. Developer is a limited liability company organized and existing in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business.
- G. Due Authorization. The execution, delivery and performance of this Agreement and all other agreements requested to be executed and delivered by Developer hereunder have been duly authorized by all necessary company action of Developer and constitute valid and binding obligations of Developer, in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.
- H. No Conflict. The execution, delivery, and performance of the obligations of Developer pursuant to this Agreement will not violate or conflict with the Articles of Organization or Operating Agreement of Developer or any indenture, instrument or material agreement by which Developer is bound, nor

will the execution, delivery, or performance of obligations of Developer pursuant to this Agreement violate or conflict with any law applicable to Developer.

- I. No Litigation. There is no litigation or proceeding pending or, to the best of Developer's knowledge, threatened against or affecting Developer or the Property that would adversely affect the Project, Developer or the priority or enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.
- J. No Default. No default, or event that with the giving of notice or lapse of time or both would be a default, exists under this Agreement, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which Developer is a party or an obligor.
- K. Compliance with Laws and Codes. The Project, when completed, will conform and comply in all respects with all applicable laws, rules, regulations and ordinances, including without limitation, all building codes and ordinances of the City. Developer will comply with, and will cause the Project to be in compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all environmental laws, rules, regulations and ordinances.
- L. Fees or Commissions. Neither the City nor RDA shall be liable for any broker fees or commissions incurred by Developer in connection with the Property or any transactions contemplated by this Agreement.

VIII. DEFAULT

A. Developer Default. Each of the following shall be an Event of Default by Developer:

- 1. Failure to Make Payment. Developer fails to make any payment required and such failure continues for a period of ten (10) days after its due date;
- 2. Failure to Abide by Other Terms. Developer fails to perform any other of its obligations under this Agreement and such failure continues for a period of thirty (30) days from the date of notice from the City or RDA; provided, however, if such cure cannot reasonably be accomplished within such thirty days and the delay in cure does not materially impair the financial interests of the City or RDA, and if Developer promptly commences cure within the initial thirty days and diligently pursues cure thereafter, Developer shall have a reasonable time, not to exceed sixty (60) days after the initial thirty (30) days, for a total of ninety (90) days to cure;
- 3. Misrepresentation. Any representation or warranty of Developer in this Agreement or any agreement contemplated by this Agreement is untrue in any material respect;
- 4. Fraud and Other Illicit Behavior. Developer or any of its members is convicted of, pleads no contest to, or enters into any other agreement other than a dismissal with no conditions as to any allegation of:
 - a) Fraud; or
 - b) Indecent or illicit behavior that in the determination of the City or RDA would threaten the reputation of Developer or its ability to complete the Project according to the requirements of this Agreement;

5. Insolvency. Developer or any guarantor of the obligations of Developer hereunder is insolvent or becomes the subject of a petition in bankruptcy, a receivership, a composition or any other proceeding designed for the benefit of creditors generally that is not dismissed within sixty (60) days of the date of filing;
 6. Involuntary Liens. Any lien is imposed upon the Property involuntarily due to the acts or omissions of Developer and such lien is not removed within sixty (60) days of it being imposed upon the Property.
- B. Remedies Upon Default. In the event of the occurrence of an Event of Default by Developer, the City may in its discretion:
1. Termination. Terminate this Agreement without further notice to Developer;
 2. Offset and Recoupment. Offset or recoup against any amounts that may then or thereafter come due from the City or RDA to Developer, whether under this Agreement or otherwise, an amount of damages reasonably estimated by the City or RDA resulting from Developer's breach;
 3. Specific Performance. Sue for specific performance;
 4. Sue for Damages. Sue for all damages caused by the Event of Default;
 5. Other Remedies. Pursue any other remedies available to the City or RDA at law or in equity;
 6. Interest. Collect interest on all delinquent amounts at the rate of 12% percent per annum from the date such amount was due; and
 7. Costs and Attorney Fees. Collect all costs and fees, including reasonable attorney fees incurred by the City and RDA, or either of them, by virtue of the Event of Default.
- C. City or RDA Default. Developer shall have all rights and remedies available under law or equity with respect to any failure of the City and/or RDA to perform their obligations under this Agreement, but only after providing the City and RDA notice of such default and a failure by the City and/or RDA to commence attempts to cure such default within the thirty (30) day notice period. If the City and/or RDA, as appropriate, commences cure within the thirty day notice period and thereafter reasonably and continuously takes action to complete such cure, then the failure to perform shall not be an Event of Default.
- D. Limitation of Damages. The foregoing notwithstanding, none of the parties shall be liable to any other party for any incidental, consequential, indirect, punitive or exemplary damages. All claims and damages asserted against the City or RDA shall be subject to statutory protections of municipalities and their officials and employees, including the immunity and limitations set forth in §893.80 Wis. Stats.
- E. No Waiver. Any delay in instituting or prosecuting any actions or proceedings or otherwise asserting the rights granted in this Agreement, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way, nor shall any waiver in fact made with respect to any specific default, be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.
- F. Remedies Cumulative. Except as expressly provided otherwise in this Agreement, the rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be

cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise of it, at the same or different times, of any other such remedies for any other default or breach by any other party.

IX. TERMINATION

- A. Date of Termination. This Agreement shall terminate upon the earliest of the date:
1. All Qualified Expenditures have been repaid in full by Tax Increment;
 2. The City closes and terminates the TID;
 3. The Wisconsin Department of Revenue fails to certify or revokes certification of all or any portion of the TID or the Property;
 4. This Agreement is terminated because of an Event of Default;
 5. The parties agree in writing to terminate this Agreement.
- B. TIF Payments termination. In no event shall TIF Incentive payments continue after the earlier of:
1. Calendar year ~~2038~~ **2040**
 2. The termination date of the TID, which is currently set at 2043; or
 3. The termination of a Development Agreement if before the termination of the TID.
- C. Survival of Certain Provisions. Sections III.E, IV.F, IV.J, IV.P.2, IV.Q, IV.R, IV.T, V.A, V.B, V.C, V.D, V.E, VII.C, VII.D, VII.E, VII.G, VII.K, VII.L, VIII.B, VIII.D, VIII.E, VIII.F, X.B, X.C, X.G, X.J, X.M, X.O, X.P, and X.R. shall survive the termination of this Agreement.

X. MISCELLANEOUS PROVISIONS

- A. Assignment. Developer may not assign its rights or obligations under this Agreement without the express prior written consent of the City and RDA, which consent shall not unreasonably withheld, conditioned, or delayed.
- B. Nondiscrimination. In the performance of work under this Agreement, Developer shall not discriminate against any employee or applicant for employment nor shall the Property or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including pregnancy), gender identity and/or expression, sexual orientation, military or veteran status, genetic information, or any other characteristic protected under applicable federal, state or local law. Retaliation is also prohibited. The construction and operation of the Property shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.
- C. No Personal Liability. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of the City or RDA have any personal liability arising out of this Agreement, and Developer shall not seek or claim any such personal liability.
- D. No Personal Interest of Public Employee. No official or employee of the City or RDA shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership

interest, direct or indirect, in the legal entities that are parties to this Agreement. No official or employee of the City or RDA shall be personally liable to Developer or any successor in interest, in the event of any default or breach by the City or RDA, or for any amount that becomes due to the Developer or its successors under this Agreement.

- E. Relationship of Parties. The City and the RDA are not partners or joint venturers with Developer in the Project or otherwise. Under no circumstances shall the City or RDA be liable for any of the obligations of Developer under this Agreement or otherwise. There are no third party beneficiaries of this Agreement.
- F. Force Majeure. No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes herein above enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause. The foregoing notwithstanding, a force majeure event may not be used to avoid an Event of Default if the delay caused by the force majeure event exceeds ninety (90) days from the date the event occurred.
- G. Parties and Survival of Agreement. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Agreement shall remain operative and in full force and effect until fulfilled and shall survive the closing.
- H. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein.
- I. Notices. All notices, demands, certificates or other communications under this Agreement shall be given in writing and shall be considered given upon receipt if hand delivered to the party or person intended, or one (1) business day after deposit with a nationally recognized over-night commercial courier service, air bill pre-paid, or forty-eight (48) hours after deposit in the United States mail postage prepaid, by certified mail, return receipt requested, addressed by name and address to the party or person intended as follows:

To the City: City of Green Bay
 Attn: City Clerk
 100 North Jefferson Street
 Green Bay, WI 54301

To RDA: Redevelopment Authority of the City of Green Bay
 Attention: Executive Director
 100 North Jefferson Street, Room 608
 Green Bay, WI 54301

To the Developer: RTH, LLC
 Attention: John Van Dyck
 2830 Curry Court, Suite 4 Green Bay, Wisconsin 54311

The foregoing addresses shall be presumed to be correct until notice of a different address is given according to this paragraph.

- J. Governing Law. The laws of the State of Wisconsin shall govern this Agreement.
- K. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.
- L. Execution in Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signature thereto and hereto were upon the same instrument.
- M. Severability. If any provision of this Agreement shall be determined to be unenforceable as applied in any particular case or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained unenforceable to any extent whatever.
- N. Recording of Agreement. The City may record this Agreement or a Memorandum of this Agreement with the Register of Deeds for Brown County, Wisconsin. Upon request of the City, Developer shall execute and deliver to the City any such Memorandum or any other document in connection with such recording.
- O. Priority Over Subsequent Liens. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns. As such, the current and all future owners of the Property shall be subject to all of the obligations stated herein. Owner warrants and represents that there will not be any mortgage or any other lien against the Property at the time this Agreement is recorded other than mortgages for the purchase of the Property and to finance costs of constructing the Project. This Agreement shall have precedence and shall take priority over any mortgage, lien or other encumbrance that may be recorded against the Property (or any portion thereof) after the recording of this Agreement (or Memorandum thereof).
- P. No Construction Against Drafter. This Agreement is a product of the negotiation and drafting of attorneys for the parties, and, as such, the rule of construing ambiguous contracts against the drafter shall not apply to this Agreement.
- Q. Venue. The venue for any proceeding involving the negotiation, drafting, interpretation or enforcement of this Agreement shall be the circuit court for Brown County, Wisconsin, all other venues being inappropriate for any such proceeding.
- R. Signatures and Counterparts. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.

[Signature pages follow]

IN WITNESS WHEREOF, the parties to this Agreement have caused this instrument to be signed by duly authorized representatives of Developer, City and RDA as of the day and year first written above.

**DEVELOPER:
RTH, LLC**

By: _____
Robert Toonen, CEO

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2017, the above named Robert Toonen, a member of RTH, LLC, a Wisconsin limited liability corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

* _____
Notary Public, _____ County, Wisconsin
My Commission Expires _____

Signature page

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and
RTH, LLC.

THE CITY OF GREEN BAY

By: _____
Eric Genrich, Mayor

By: _____
Celestine Jefferies, Clerk

Signature page

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and
RTH, LLC.

**REDEVELOPMENT AUTHORITY OF THE
CITY OF GREEN BAY**

By: _____
Gary Delveaux, Chair

Attest: _____
Neil Stechschulte, Executive Director

EXHIBIT A
Legal Description

Parcel 21-301 (Original Parcel)

A parcel of land located in the Northwest 1/4 of the Southeast 1/4, Northeast 1/4 of the Southwest 1/4, Southeast 1/4 of the Northwest 1/4 and Government Lot 2 of Section 33, Township 24 North, Range 21 East, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin, described as follows:

Commencing at the East one-quarter corner of said Section 33, thence South 89°01'02" West, 1327.76 feet to the point of beginning; thence South 0°14'24" West, 288.42 feet; thence South 89°01'02" West, 1317.20 feet; thence North 66°30' West, 115.50 feet; thence North 25°00' West, 132.00 feet; thence North 13°00' East, 123.58 feet; thence North 89°01'02" East, 108.42 feet; thence North 0°14'24" East, 1087.82 feet; thence North 85°25'24" East, 509.24 feet; thence North 3°53'07" West, 250.02 feet to a point on the Southerly right-of-way of University Avenue; thence along said right-of-way North 85°25'24" East, 50.00 feet; thence South 3°53'07" East, 250.02 feet; thence North 85°25'24" East, 409.69 feet; thence South 49°59'02" East, 467.82 feet; thence South 0°00'33" West, 841.55 feet; thence North 89°01'02" East, 15.14 feet to the point of beginning.

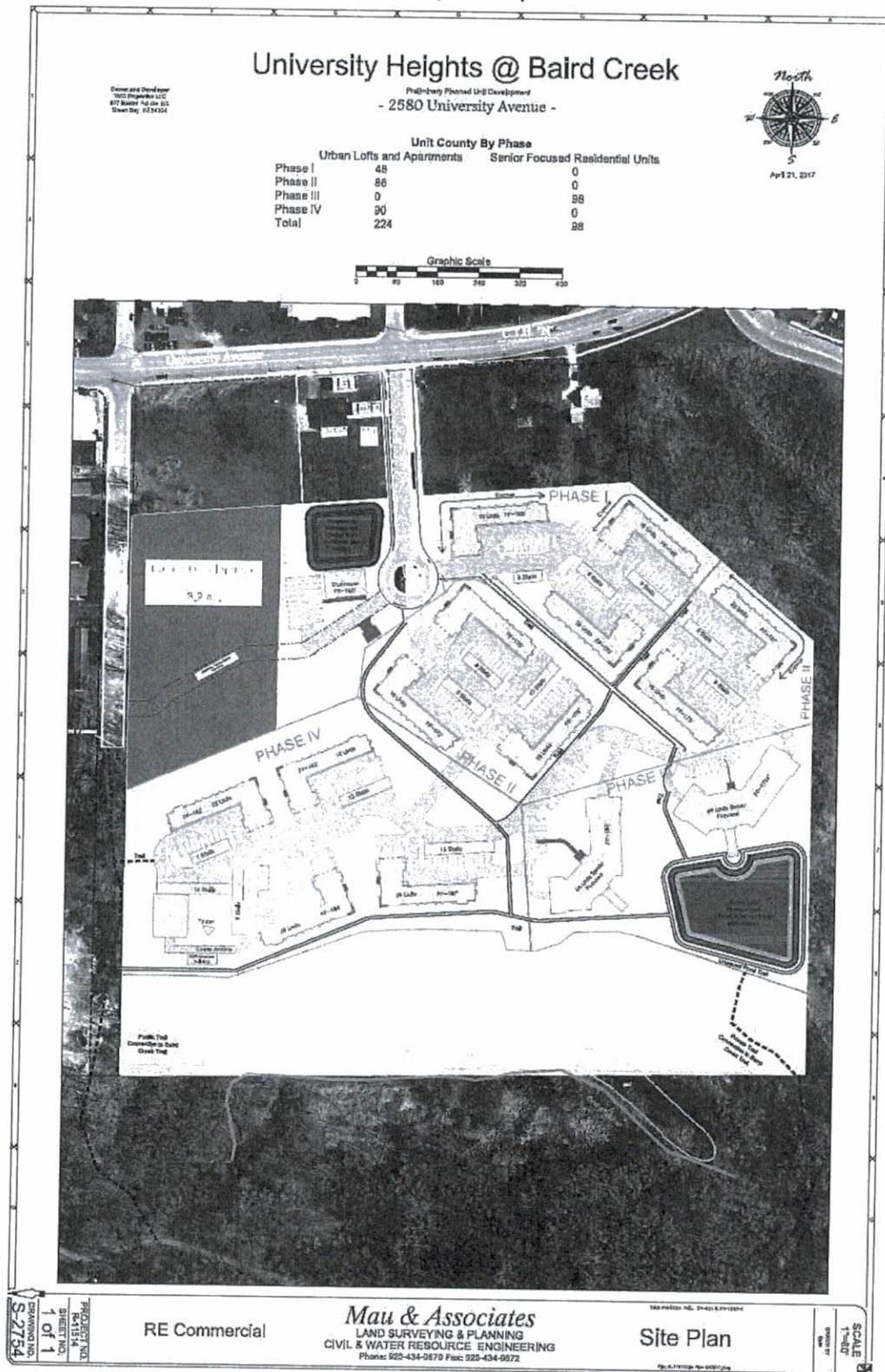
EXCEPTING THEREFROM that part described in Jacket 5164 Records, Image 27 described as follows:

That part of the Northeast 1/4 of the Southwest 1/4, Section 33, Township 24 North, Range 21 East, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin, described as follows:

Beginning at the Northeast corner of said Northeast 1/4 of the Southwest 1/4 and running thence Southerly along the East line of said Northeast 1/4 of the Southwest 1/4 288.42 feet (4.37 chains); thence North 66°30' West 115.50 feet (1.75 chains); thence North 25°00' West 132.00 feet (2 chains); thence North 13°00' East to the North line of said Northeast 1/4 of the Southwest 1/4; thence Easterly along said North line to the point of beginning. Also, that part of the Northwest 1/4 of the Southeast 1/4 said Section 33, Township 24 North, Range 21 East, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin, lying North of a line 288.40 feet South of and parallel to the North line of said Northwest 1/4 Southeast 1/4.

Note: A CSM or plat will be required showing the creation of the new project parcel and the land being retained by TMD Properties.

EXHIBIT B
Preliminary Concept Plan





Report to the
**Redevelopment Authority
of the City of Green Bay**

MEETING DATE

September 14, 2021

PREPARED BY

Neil Stechschulte, Director

AGENDA ITEM # E.4

Consideration with possible action on providing financing assistance to the Northland Hotel to pave the parking lot at 330 N. Adams Street.

BACKGROUND

The parking lot at 330 N. Adams Street is owned by the Northland Hotel, and has been utilized for valet parking. The lot is currently unpaved, and is not consistent with the City's ordinances. The Northland received notice of this back in February of 2021, and has been in regular communication with staff to find a way to complete this improvement in 2021. Cash flow for the hotel has been highly impacted by COVID-19, and has prevented them from being able to fund this improvement this year. The Northland has indicated that they would be willing to proceed with the improvement of the parking lot if the City would be willing to finance the project over time. Staff is recommending a loan of up to \$150,000 at 2% interest and paid back by the Northland to the City over a five-year term. Staff has identified TID #13 as the most appropriate funding source. The design parameters of the paving would be approved by the City, and coordinated with adjacent property owners and access to the Northland's delivery docks. Staff is also recommending that if the improvement is not completed by May 1, 2022, that the lot be transferred back to the City.

RECOMMENDATION

Direct staff to prepare a formal development agreement authorizing financing assistance to complete the paving of the parking lot by May 1, 2022, in the form of a loan not to exceed \$150,000, payable over a five year term at 2% interest, and requiring the paving of the lot to be completed to a City approved design, subject to review and approval by the City Attorney and forward to the City Council for their consideration.

FISCAL IMPACT

This would be a loan to the Northland payable back to the City over 5 years. The funding source for the loan would be TID #13, unless another funding source can be identified. The current estimate for the work is \$150,000, subject to confirmation by the Northland's contractor.

ATTACHMENTS

None



Report to the Redevelopment Authority of the City of Green Bay

MEETING DATE

September 14, 2021

PREPARED BY

Will Peters

AGENDA ITEM # E.5

Consideration with possible action on allocation of State of Wisconsin Community Development Block Grant (CDBG) Coronavirus (CV) Round 2 funding (CDBG-CV2).

BACKGROUND

The City of Green Bay has received an allocation of CARES funding through the State of Wisconsin Community Development Block Grant (CDBG) Coronavirus (CV) Round 2 funding (CDBG-CV2) in the amount of \$253,062.34. The funds need to be used for activities approved within our first allocation of CARES funds through HUD.

Staff are proposing to use this allocation under the Essential Frontline Employee Relief Program category. This program was created under our CDBG-CV CARES funding to support public service activities for low and-moderate income individuals. Providing broadband and wireless access in neighborhood parks in the City of Green Bay will assist those who do not otherwise have access to do things like remote work, remote school, and other needs due to the pandemic and the social distance requirements. The objective would be to deploy wireless access in such a manner as to allow residents to access broadband services from their vehicles in parking areas in or near selected parks, or from within shelter buildings at selected parks where appropriate. In addition, this wireless access can be utilized by front line employees that are providing services to residents in these areas. The following parks are being proposed:

- Seymour Park
- Navarino Park
- Eastman Park
- St. John Park

Council requested that staff revisit their recommendation to ensure that all options relating to the best investment of funds were fully evaluated. The following is an analysis of the existing funding categories where these dollars can be allocated and the reasoning behind the choice of allocating funding to broadband.

CDBG-CV 1st Round Programs:

Administration: The remaining balance in this funding category from the original allocation is \$32,349.32. The purpose of this CARES ACT funding is to support the administration of funding for activities that will prevent, prepare for and respond to the spread of COVID-19.

Evaluation: There is enough of a remaining balance in this category to support the administrative salaries for the original grant. No other eligible costs in this category were identified by staff. No additional funding in this category is recommended at this time.

Business Improvement Districts Program: The remaining balance in this category is \$58,500.00. The purpose of this CARES ACT funding is preventing, preparing for and responding to the spread of COVID-19 by supporting business improvement districts and other commercial districts in LMI areas of the City of Green Bay with expenses for public services and or events that support low-moderate income individuals.

Evaluation: Staff continues to work with our Business Improvement Districts to assist them in the operations and the implementation of programs and projects to benefit their continued mitigation of COVID-19 impacts on their events, programs, and funding. Based on the ongoing conversation with our BIDs, and the desire to directly target funds towards businesses dealing with impacts to COVID-19, staff is not recommending any additional funding for this category at this time. (This could change with the changing nature of the pandemic.) No other eligible costs in this category were identified by staff.

Homelessness Assistance Program: Remaining Balance \$88,137.35, Provide CARES ACT funding to support homelessness activities that will prevent, preparing for and responding to the spread of COVID-19.

Evaluation: The remaining balance in this category is \$88,137.35. Staff is in regular communication with our homeless shelter partners. While existing demands and problems related to homelessness continue to exist, staff has not been made aware of any urgent needs caused by or amplified by the COVID-19 Pandemic. The RDA allocated \$531,000.00 to homelessness prevention programs at this point. Shelter providers have shared that there is not a need to increase capacity at this time. Furthermore, the shelter providers have stated they feel confident and prepared to manage what challenges they may face this coming winter season. No other eligible costs in this category were identified by staff. No additional funding for this category is recommended at this time. (This could change with the changing nature of the pandemic.)

Community Development Revolving Loan Program: Remaining Balance \$32,750.00, Provide CARES ACT funding for economic development activities that will create or retain jobs, in response to the spread of COVID-19.

Evaluation: In addition to CDBG funding, the City has received additional funds through the State of Wisconsin to support direct financing assistance in this category and is actively coordinating with our partnering business organizations to make sure local businesses are aware of this funding opportunity. Staff has directly solicited prospective applications during business retention visits and continues to do so. Based on usage of these programs thus far, staff anticipates that between the previous allocation and the most recent allocation there will be sufficient funds to meet the projected demand for financial assistance. This fund has a remaining balance and requests for these funds has slowed down (no loans have been awarded in a couple of months). Staff has noticed that many businesses are hesitant to take on any additional debt during the pandemic, and that while a grant program would be more popular, staff believes that the level of interest in the low interest loan program is a fair measure of the demand for financial assistance. Economic Development staff continue to promote awareness of these funds in our business improvement districts and other commercial retail areas, and is directly soliciting applications from businesses that appear to qualify for the program. The demand for these funds is directly tied to the ability of businesses to function under current pandemic restrictions. No other eligible costs in this category were identified by staff. No additional funding for this category is recommended at this time. (This could change with the changing nature of the pandemic.)

Essential Frontline Employee Relief Program: Remaining Balance \$44,942.37, Provide CARES ACT funding that will support public service activities for low-moderate income individuals who are affected by COVID-19.

Evaluation: Has a remaining balance of \$44,942.37 and the projects under this category were rental and mortgage payments, utility, health care, and childcare payments.

After evaluating all the programs in the 1st round of CDBG-CV funding, staff recommended this new allocation of CDBG-CV2 funds be used to provide broadband infrastructure in low and moderate income neighborhood parks, providing internet access for those who are lacking. This is intended to do two things: 1) Provide long-term additional access to those LMI persons who otherwise lack such access at home, and 2) Provide additional quality Internet access for service providers implementing programs and services to the LMI populations in and near these neighborhood parks. Staff has heard from our social service partners and local school advocates that Internet access continues to be a barrier to seeking services and opportunities for LMI residents in these areas.

As an alternative to expanding public Internet access, staff considered using the CDBG-CV2 funds to provide a program to pay for internet service for qualifying households. This type of program appears to be limited by the following challenges:

- Several Internet providers already currently offer income-based internet service.
- Sufficient demand is still required in any particular neighborhood to get private providers to invest in the infrastructure needed for service to be feasible and cost-effective.
- Providing one-time funding for individual homes to access the Internet and, therefore, would not be sustainable beyond the original funding allocation.
- No other eligible costs in this category were identified by staff.

Providing broadband infrastructure will also provide several secondary benefits to the City and these LMI neighborhoods. These include but are not limited to:

1. Creating the ability to improve traffic safety and management in the LMI areas between these parks and Downtown by digitally connecting fibers to area traffic signals and controllers wherever feasible.
2. Creating the ability to provide high-definition cameras at key Downtown signalized intersections, which allows the City to actively monitor traffic and document traffic accidents in a manner that is more effective and more efficient to the Police Department. (Staff estimates that the increased efficiency in accident reconstruction could pay for the cost of the project over 5 years.)
3. Providing foundational infrastructure for Internet of Things (IoT) sensor network that will eventually allow the City to digitally monitor other public infrastructure like water, sewer, and stormwater.
4. Providing additional value to other potential public/private partners to develop a coordinated consortium of digital infrastructure improvements to lower costs. Staff believes there are advantages to using one-time funds in this manner.
5. Providing increased security at these parks through the ability to add digital security cameras.

Staff remains open to discussing any other ideas related to the investment of the State of Wisconsin Community Development Block Grant (CDBG) Coronavirus (CV) Round 2 funding (CDBG-CV2). At this time, staff recommendation continues to be funding the improvement of the four identified parks to provide publicly accessible wireless Internet as previously presented.

RECOMMENDATION

Staff recommends approval of the allocation of CDBG-CV2 funds in the amount of \$253,062.34 from the State of Wisconsin to provide public broadband and wireless access to low-moderate income persons at designated neighborhood parks under the Essential Frontline Employee Relief Program.

FISCAL IMPACT

ATTACHMENTS

None



Report to the
**Redevelopment Authority
of the City of Green Bay**

MEETING DATE

September 14, 2021

PREPARED BY

Cheryl Renier-Wigg, Staff

AGENDA ITEM # E.6

Consideration with possible action on a request to execute an agreement with West Shore Pipeline Company to abandon an existing petroleum gas pipeline at 420 S. Broadway.

BACKGROUND

West Shore Pipeline Company owns an 11 inch diameter steel underground pipeline that runs through the property the RDA owns located at 419 S. Broadway. The pipe is being decommissioned, which will include cutting open the pipe and injecting grout into the pipe and abandoning the pipe in place. The steel pipeline will not subside. It was idled approximately 18 years ago and purged of all gasoline products. West Shore will remain responsible for any environmental contamination resulting from product releases. Landowners will be free to install driveways, fences, etc. over the grouted pipeline and former easement area. In order for this to happen, West Shore is asking the RDA to execute a Pipeline Access and Abandonment Agreement. These pipes are being decommissioned throughout the City, so this agreement has already been reviewed by our Law Department for other parcels.

RECOMMENDATION

To execute the Pipeline Access and Abandonment Agreement with West Shore Pipeline Company.

FISCAL IMPACT

ATTACHMENTS

1. Pipeline exhibit Map
2. Pipeline Access & Abandonment Agreement 419 S. maple

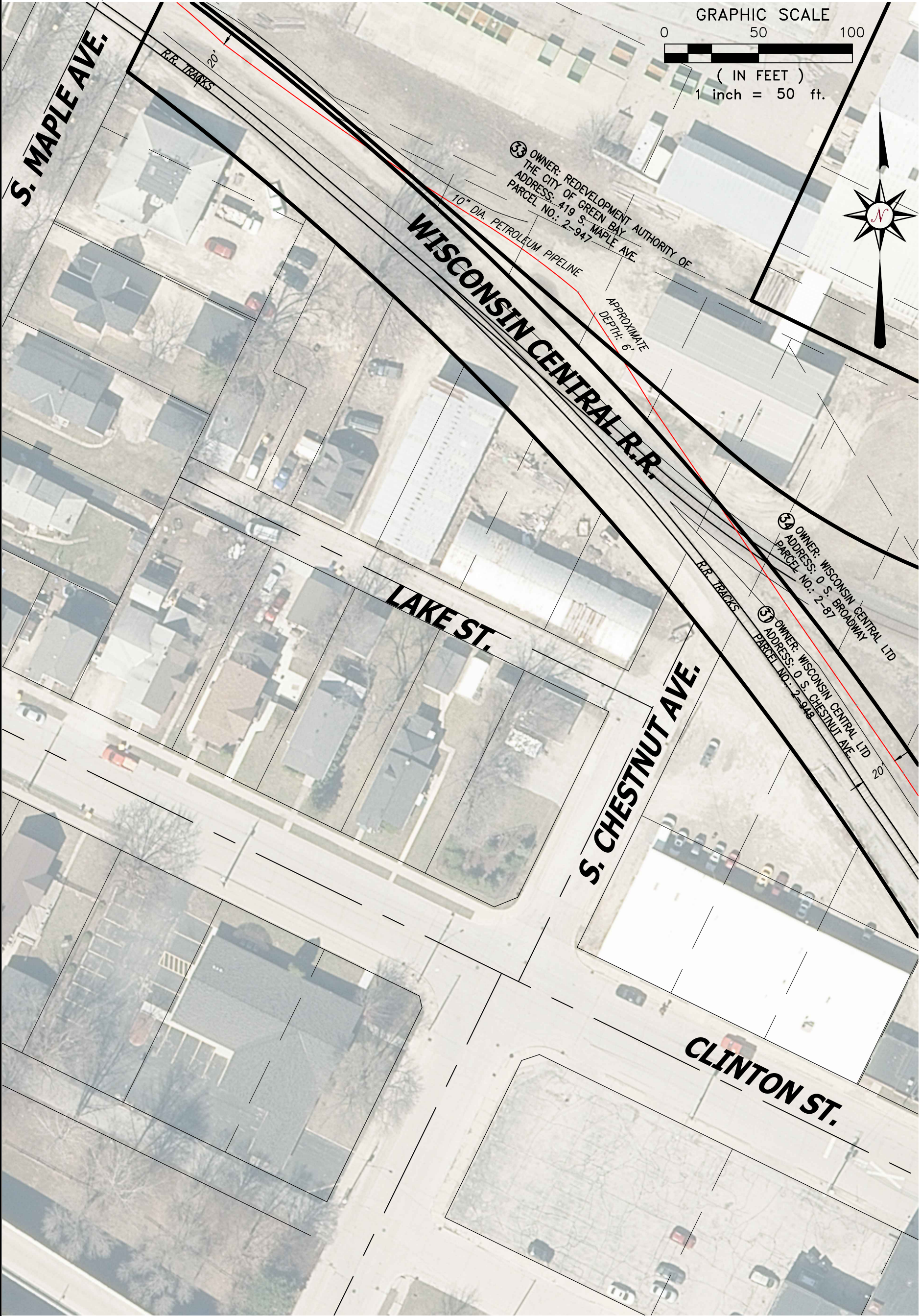
PIPELINE EXHIBIT

CLIENT

Westshore Pipeline

SITE ADDRESS

Located in the City of Green Bay, Brown County, Wisconsin.



PIPELINE ACCESS AND
ABANDONMENT AGREEMENT

Document Number

Recording Area

Name and Return Address
Nicholas W. Kitzman
Foley & Lardner LLP
777 E. Wisconsin Avenue
Milwaukee, WI 53202

See Exhibit A

Parcel Identification Number (PIN)

This instrument was drafted by and after recording should be returned to Nicholas Kitzman , Foley & Lardner LLP,
777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, Telephone: (414) 297-5134.

PIPELINE ACCESS AND ABANDONMENT AGREEMENT

Pipeline Access and Abandonment Agreement dated as of [_____], 2021, between the REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, a Wisconsin Municipal corporation, "Landowner", and WEST SHORE PIPE LINE COMPANY, a Delaware corporation ("West Shore").

Background:

A. Landowner owns land and improvements located at 419 S. Maple Avenue, Green Bay, WI 54303,, more particularly described in attached Exhibit A ("Property").

B. West Shore owns a 10 ¾-inch diameter steel underground pipeline and related facilities ("Pipeline") running across and in the vicinity of the Property.

C. Landowner desires to give West Shore access to the Property to decommission the Pipeline, including but not limited to the removal test stations and pipe vents, cutting open and injecting grout into the pipe (that is, filling it with a specially formulated cement to prevent subsidence), sealing the ends of the pipe (the "Work"), and abandoning the Pipeline in place.

Based on the foregoing and the below mutual promises, the parties agree:

1. **Access.** Landowner gives to West Shore and its contractor's access to the Property to perform the Work.

2. **Performance.** All Work will be performed at West Shore's expense in a good and workmanlike manner, consistent with industry standards and in compliance with applicable laws, ordinances, rules and regulations ("Laws"). West Shore and its contractors will take reasonable measures to avoid materially interfering with Landowner's activities. Upon completion of the Work, West Shore will promptly repair any damage to the Property related to or caused by the Work and or West Shore's activities.

3. **Abandonment.** Upon completion of the Work, the Pipeline remaining on the Property will be deemed abandoned in place and become a permanent part of the Property, and West Shore will have no further title or obligation for it, except as stated in Paragraph 4 below.

4. **Indemnification.** West Shore hereby agrees to indemnify, defend and hold harmless the Landowner, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly to the extent caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of West Shore or of anyone acting under its direction or control or on its behalf in connection with the Work, including contractors and or subcontractors, even if liability is also sought to be imposed on Landowner, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless Landowner, its elected and appointed officials, officers, employees, agents,

representatives and volunteers, and each of them, shall be applicable as set forth above unless liability results from the sole negligence or willful misconduct of the Landowner, its elected and appointed officials, officers, employees, agents, representatives and volunteers. West Shore shall reimburse the Landowner, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. In the event that West Shore employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be West Shore's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the Landowner, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this indemnity. This indemnity provision shall survive the termination or expiration of this Agreement

5. Warranties. Landowner represents and warrants that it owns the Property and has authority to give access to the Property. Each party represents and warrants that the person or entity signing this Agreement on behalf of such party is duly authorized to execute and deliver this Agreement and to legally bind the party on whose behalf this Agreement is signed

6. Controlling Law. This agreement will be construed and interpreted in accordance with the laws of the State of Wisconsin, notwithstanding any conflicts of laws provisions.

7. No Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

8. Severability. If any provision of this agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

9. No Agency. Nothing in this Agreement is intended nor may be construed to create between Landowner and West Shore either an employer/employee, joint venture, landlord/tenant, or any other similar relationship. No agent, employee or representative of either party shall be deemed to be an agent, employee or representative of the other party. Neither party shall have the authority to act for or on behalf of the other party to bind the other party without the express written approval of the other party.

10. Insurance. West Shore shall present to the Landowner a Certificate of Insurance with coverage and minimum policy limits as set forth herein. It is hereby agreed and understood that the insurance required of West Shore by the Landowner is primary coverage and that any insurance or self-insurance maintained by the Landowner, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. This insurance shall be written for not less than any limit of liability specified herein, or required by law, whichever is greater, notwithstanding that the policy may have lower limits applying elsewhere in the policy. All applicable insurance and endorsements shall be in full force and evidenced prior to commencing Work and remain in force until all of the Work contemplated under the Agreement is completed.

1. GENERAL LIABILITY COVERAGE

A. Commercial General Liability

- (a) \$1,000,000 each occurrence limit
- (b) \$1,000,000 personal injury and advertising injury
- (c) \$1,000,000 general aggregate
- (d) \$1,000,000 products - completed operations aggregate

B. Claims made form of coverage is not acceptable.

C. Insurance must include:

- (a) Premises and Operations Liability
- (b) Blanket Contractual Liability including coverage for the joint negligence of the City, its officers, council members, agents, employees, authorized volunteers and the named insured
- (c) Personal Injury
- (d) Explosion, collapse and underground coverage
- (e) Products/Completed Operations
- (f) Independent Contractors

2. BUSINESS AUTOMOBILE COVERAGE

A. Minimum Limits - \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident

B. Must cover liability for "Any Auto" - including Owned, Non-Owned and Hired Automobile Liability

3. WORKERS COMPENSATION AND EMPLOYERS LIABILITY

A. Must carry coverage for Statutory Workers Compensation and Employers Liability minimum limit of:

- \$100,000 Each Accident
- \$500,000 Disease Policy Limit
- \$100,000 Disease - Each Employee

4. CONTRACTOR POLLUTION LIABILITY (Occurrence Basis)

A. Limit of Liability: \$1,000,000.

B. Form must include coverage for natural resources damage

C. Minimum must include waiver of subrogation endorsement in favor of the Landowner

D. Coverage must include transportation and loading and unloading.

4. ADDITIONAL PROVISIONS

* Additional Insured – On all Liability Policies, Landowner, and its officers, council members, agents, employees, and authorized volunteers shall be “Additional Insureds.”

* Endorsement - The Additional Insured and Subrogation Waiver policy endorsements must accompany the Certificate of Insurance.

* Waiver of Subrogation – Waivers of subrogation in favor of the Landowner must be endorsed onto Worker’s Compensation, Commercial General Liability and Automobile Liability Coverages and Pollution Liability Coverages. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the Landowner, its officers, officials, employees and volunteers for losses paid under the terms of the policy that arises from the work or activities performed by the named insured as contemplated the terms of this Agreement.

* Certificates of Insurance - A copy of the Certificate of Insurance must be on file with the Risk Management.

* Acceptability of Insurers - No insurance required hereunder shall be carried with an insurer not authorized to do business in Wisconsin. The Landowner reserves the right to disapprove any insurance company. A minimum AM Best Rating of A-VII is required.

* Written Notice of Cancellation or Non-Renewal shall be sent to the Landowner no less than thirty (30) days prior to such cancellation or non-renewal at the following address:

City of Green Bay
Attn: Risk Management
100 North Jefferson Street
Green Bay, Wisconsin 54301

Notwithstanding the foregoing, Landowner acknowledges that West Shore has provided to Landowner a self-insurance letter evidencing \$4,000,000.00 in coverage and agrees that so long as such self-insurance remains in effect, the insurance requirements of West Shore set forth in this Section 10 shall be deemed expressly waived.

7. Counterparts: Recording. This Agreement may be executed in multiple counterparts, each of which will be deemed an original and all of which when taken together will be deemed to constitute the Agreement. West Shore may record this Agreement in the Brown County register of deeds office.
8. Entire Agreement. This Agreement contains the complete understanding and agreement of Landowner and West Shore with respect to all matters in this Agreement, and all prior discussions or understandings are superseded by this Agreement. This Agreement will inure to the benefit of, and be binding upon, Landowner and West Shore, and their respective successors and assigns, and will be covenants running with the land. Abandon in place; soften abandonment language. "to the extent".

[Signatures Begin on the Following
Page.]

Signed and delivered by the parties as of the date above.

**REDEVELOPMENT AUTHORITY
OF THE CITY OF GREEN BAY**

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

STATE OF WISCONSIN)
)SS
BROWN COUNTY)

Personally came before me this _ day of _ _ _ _ , 2021, the above
named _ _ _ _ _ , to me known to be the persons who
executed the foregoing instrument and acknowledged the same.

(Signature)

(Printed Name)

Notary Public, _ _ _ County, _____
My commission expires: _ _ _ _ _

By: _____
Daniel G. Ownby
President

STATE OF _____)
)SS
COUNTY OF _____)

Personally came before me this day of _____, 2021, the above Named Daniel G. Ownby, to me known to be the President of WEST SHORE PIPE LINE COMPANY, a Delaware corporation, and to me known to be the person who executed the foregoing instrument and acknowledged the same.

(Printed Name)

Notary Public, _____ County, _____
My commission expires: _____

EXHIBIT

Legal Description of the Property

SERT LEGAL DESCRIPTION FROM TITLE REPORT]



Report to the
**Redevelopment Authority
of the City of Green Bay**

MEETING DATE

September 14, 2021

PREPARED BY

Krista Cisneroz, Staff

AGENDA ITEM # E.7

Consideration with possible action on awarding additional CDBG and HOME funding to the Home Improvement Loan Program (HILP) contract with NeighborWorks Green Bay.

BACKGROUND

In 2020, the RDA awarded NeighborWorks Green Bay a three (3) year contract to administer the City of Green Bay Home Improvement Loan Program (HILP). Each year the City allocates CDBG and HOME funding to the HILP program through the Annual Action Plan that is approved by the RDA and then Common Council. In August, the City received its 2021 Entitlement Allocation of CDBG and HOME funding. As part of the 3 year award, staff would like to award NeighborWorks Green Bay the additional 2021 funding budgeted in the Annual Action Plan for HILP programs, plus the Program Income (PI) that came in from 2020 as follows:

- CDBG funding in the amount of \$50,000.00
- HOME funding in the amount of \$150,000.00 plus \$134,800.00 in Program Income.

RECOMMENDATION

Authorize award of additional CDBG and HOME funding to the Home Improvement Loan Program (HILP) contract with NeighborWorks Green Bay.

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

September 14, 2021

PREPARED BY

Ronda Bitney

AGENDA ITEM # E.8

Consideration with possible action on request by Bicycle Collective for permission to hold a fundraiser at 418 4th Street (and adjacent parcels) owned by the RDA.

BACKGROUND

Bicycle Collective, who currently leases property from the RDA, wishes to hold a fundraiser at 418 4th Street and surrounding parcels that are owned by the RDA. Bicycle Collective has applied and been approved for a special event permitting them to hold the fundraiser on September 26, 2021, from noon until 4pm. The event will include tents, a stage for live music, the sale of beer and seltzer w/licensed bartenders, portable bathrooms, two bounce houses and Little Jamaica Food Truck. Bicycle Collective has provided a copy of their insurance binder and a diagram of placement on RDA property.

Staff recommends approval of the request to hold a fundraiser on September 26, 2021, at 418 4th Street and adjoining parcels owned by the RDA with Bike Collective agreeing to and signing a hold harmless agreement.

RECOMMENDATION

To approve the use of RDA property for the Bicycle Collective Fundraiser event contingent on a hold harmless agreement signed by all parties.

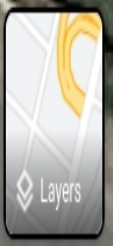
FISCAL IMPACT**ATTACHMENTS**

1. bike collective
2. HH 21-02 - Bicycle Collective

418 4th St, Green Bay, WI 54304
5 min drive home

Green Bay Bicycle Collective
Used bicycle shop

414



Google



**HOLD HARMLESS AGREEMENT BETWEEN
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY (“RDA”)
AND GREEN BAY BICYCLE COLLECTIVE (“GBBC”)**

THIS AGREEMENT (the “Agreement”), entered into this 14 day of September, 2021, the Redevelopment Authority of the City of Green Bay, (“RDA”) and the Green Bay Bicycle Collective, (“GBBC”) collectively referred to as the Parties, is to evidence the following agreements and understandings:

RECITALS

WHEREAS, RDA owns real property located at 418 Fourth St., Green Bay, Wisconsin, Parcel 2-176, (“Property”), which includes a structure (“Garage”), 414 Fourth St., Parcel 2-175 and 0 Fourth St., Parcel 2-177, collectively referred to as the (“Premises”); and

WHEREAS, GBBC wishes to utilize the Garage and surrounding parcels for a community event on September 26, 2021 Noon until 4pm, for the purpose of a banquet to promote cycling as an effective and sustainable form of transportation in the Brown County area; and

WHEREAS, RDA acknowledges that use of the Premises as proposed by GBBC would be a benefit to the surrounding community to create awareness; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. GBBC fully accepts the risks inherent in the activities they will be undertaking on Premises and agrees to maintain control of its personnel and equipment while participating in the activities.
2. GBBC agrees to indemnify, defend and hold harmless RDA from and against any and all claims, actions, costs, expenses (including reasonable attorney’s fees), losses, damages, injuries or liabilities arising from or on account of any claim action or proceeding brought against RDA in connection with the GBBC activity on Premises.
3. GBBC represents that it maintains sufficient workers compensation and liability insurance insuring against claims for bodily injury or property damage.
4. This Agreement is terminable by either party with thirty (30) days written notification to the other party.

5. RDA shall maintain ownership of the underlying real estate at all times and is responsible for the real property and all buildings remaining upon it after completion of COVO activity.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and effective as of the date first written above.

Redevelopment Authority of the City of Green Bay (“RDA”)

By: _____

Name: Neil Stechschulte

Title: Development Director

Green Bay Bicycle Collective (“GBBC”)

By: _____

Name: Mark R Woosencraft

Title: Member



Report to the
**Redevelopment Authority
of the City of Green Bay**

MEETING DATE

September 14, 2021

PREPARED BY

Krista Cisneroz, Staff

AGENDA ITEM # E.9

Consideration with possible action on awarding CD 21-02 Seymour Park Pedestrian Crossing and Alley Resurfacing to the low qualified bidder, Peters Concrete Co., in the amount of \$177,483.00.

BACKGROUND

The Department of Public Works bids for CD 21-02 Seymour Park Pedestrian Crossing and Alley Resurfacing came in higher than anticipated on August 31, 2021. In an effort to expedite the start date of this contract, RDA gave staff approval to award the contract to the low qualified bidder, not to exceed \$148,000.00, after the bid opening.

One bid was received, in the amount of \$177,483.00, which exceeded \$148,000.00. There is additional CDBG funding in the Infrastructure and Parks Improvements in CDBG Areas projects budget to cover the difference. DPW staff has reviewed the bid and is recommending to award the contract to Peters Concrete Co. in the amount of \$177,483.00.

RECOMMENDATION

Authorize award of CD 21-02 Seymour Park Pedestrian Crossing and Alley Resurfacing to the low qualified bidder, Peters Concrete Co., in the amount of \$177,483.00.

FISCAL IMPACT**ATTACHMENTS**

- I. RDA Recommendation to Award CD 21-02 SEYMOUR PARK PEDESTRIAN CROSSING AND ALLEY RESURFACING SIGNED



DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

100 N. Jefferson Street, Room 300
Green Bay, WI 54301
Tel (920) 448-3100
Fax (920) 448-3102

INTER-OFFICE
MEMO

TO: Gary Delveaux, Chairman, Redevelopment Authority of the City of Green Bay

CC: Neil Stechschulte – Community and Economic Development
Cheryl Renier-Wigg – Planning
Krista Cisneroz – Planning
Steve Grenier – DPW

FROM: Matt Woicek, Assistant City Engineer *MW 9/8/2021*

SUBJECT: Contract "CD 21-02 SEYMOUR PARK PEDESTRIAN CROSSING AND ALLEY RESURFACING"

DATE: September 8, 2021

Bids were received on Tuesday, August 31, 2021 at 2:00 p.m. for the contract referenced above. Staff has reviewed the bids received and determined that all bids are responsive and complete. At this time, Department of Public Works recommends awarding the contract as follows:

Recommend award of this contract to Peters Concrete Co. as received in the amount of \$177,483.

If you have any questions, please feel free to contact me.

City of Green Bay RDA
Check Register
8/31/2021

CHECK #	CHECK DATE	VENDOR NAME	AMOUNT
21481	08/13/2021	METROPOLITAN MILWAUKEE FAIR HOUSING COUNCIL, INC.	950.00
21482	08/13/2021	WISCONSIN PUBLIC SERVICE CORPORATION	58.24
21483	08/13/2021	NEIGHBOR-WORKS GREEN BAY	7,697.00
21484	08/13/2021	NEIGHBORHOOD HOUSING SERVICES OF GB, INC	100.00
21485	08/13/2021	REMODEL SHOP	1,348.20
21486	08/26/2021	CITY OF GREEN BAY	1,437.34
21487	08/26/2021	WISCONSIN MEDIA	37.93
21488	08/26/2021	WISCONSIN PUBLIC SERVICE CORPORATION	50.79
21489	08/26/2021	NEIGHBOR-WORKS GREEN BAY	6,500.00
21490	08/26/2021	NEWCAP, INC.	8,785.72
21491	08/26/2021	NEWCAP, INC.	136,900.00
21492	08/26/2021	NEWCAP, INC.	141,900.00
			<u>305,765.22</u>

Redevelopment Authority
Financial Report
CDBG
8/30/2021

CDBG Entitlement Funds	2021 Budget	2020 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Park Improvements	-	48,166.08	-	17,194.89	-	30,971.19
Public Works Improvements	-	19,729.29	-	5,257.43	-	14,471.86
Public Service	130,437.00	93,876.81	-	43,854.44	81,816.91	98,642.46
Fair Housing	20,000.00	26,820.00	-	8,970.00	-	37,850.00
CDBG Eligible Areas	401,489.00	689,869.22	61,930.78	285,362.00	-	867,927.00
CDBG Eligible Areas-Beautificatio/Art	85,227.00	43,500.00	-	18,500.00	-	110,227.00
Economic Development	75,000.00	368,918.54	122,302.78	269,643.83	-	296,577.49
ED Façade & Demo Loans	75,000.00	93,567.12	-	2,521.96	86,445.04	79,600.12
Administration	196,716.00	185,019.22	-	125,735.85	-	255,999.37
\$	983,869.00	\$ 1,569,466.28	\$ 184,233.56	\$ 777,040.40	\$ 168,261.95	\$ 1,792,266.49

CARES CDBG-CV Funds	2021 Budget	2020 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Administration	-	64,446.00	-	32,096.68	-	32,349.32
Businesss Improvement Districts	-	58,500.00	-	28,750.00	1,000.00	28,750.00
Homlessness Assistance Programs	-	216,000.00	-	127,862.65	88,137.35	-
Economic Development Business Relief	-	206,500.00	-	145,000.00	-	61,500.00
Essential Frontline Employyee Relief Program	-	100,000.00	-	55,057.63	-	44,942.37
Homelessness Assistance Shelters	-	275,000.00	-	275,000.00	-	-
Rental/Mortgage Assistance Program LMI	-	191,729.00	-	32,130.79	-	159,598.21
Urgent Need-business Relief and Rental.Mortgage	-	50,000.00	-	-	-	50,000.00
\$	-	\$ 1,162,175.00	\$ -	\$ 695,897.75	\$ 89,137.35	\$ 377,139.90



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

September 14, 2021

PREPARED BY

Stephanie Schmutzer, Staff

AGENDA ITEM # F.3

RDA loan update.

BACKGROUND**RECOMMENDATION**

Receive and place on file.

FISCAL IMPACT**ATTACHMENTS**

- I. RDA Loan Breakdown 2021

RDA Loan Breakdown

Defaults Written off Foreclosure Repaid Outstanding Total	CDBG Loans			Federal Rehab Loans			State Rehab Loans			Home Loans		
	#	Amount	%	#	Amount	%	#	Amount	%	#	Amount	%
	7	\$ 98,429.49	1.98%	1	\$ 3,126.53	0.91%	0	\$ -	0.00%	5	\$ 74,980.75	0.46%
	15	\$ 183,813.20	3.70%	1	\$ 55.96	0.02%	0	\$ -	0.00%	8	\$ 187,726.31	1.14%
	9	\$ 150,336.40	3.02%	1	\$ 4,364.91	1.26%	1	\$ 6,876.90	4.21%	70	\$ 757,848.35	4.62%
	313	\$ 3,228,003.69	64.90%	41	\$ 345,372.00	100.00%	16	\$ 127,840.87	78.36%	391	\$ 5,506,405.76	33.57%
	82	\$ 1,297,191.60	26.08%	12	\$ 294,998.56	85.41%	3	\$ 28,435.39	17.43%	389	\$ 6,395,080.39	38.99%
426	\$ 4,957,774.38	100%	56	\$ 647,917.96	188%	20	\$ 163,153.16	100%	863	\$ 12,922,041.56	79%	
Defaults Written off Foreclosure Repaid Outstanding Total	State Rental Loans			Down Payment Closing Cost Loans			Revolving Loan Fund					
	#	Amount	%	#	Amount	%	#	Amount	%			
	0	\$ -	0.00%	0	\$ -	0.00%	0	\$ -	0.00%			
	0	\$ -	0.00%	0	\$ -	0.00%	9	\$ 551,451.08	8.21%			
	0	\$ -	0.00%	0	\$ -	0.00%	0	\$ -	0.00%			
	3	\$ 20,862.86	100.00%	6	\$ 14,560.00	26.91%	41	\$ 4,783,786.04	71.18%			
	0	\$ -	0.00%	17	\$ 39,544.45	73.09%	17	\$ 1,384,981.18	20.61%			
3	\$ 20,862.86	100%	23	\$ 54,104.45	100%	67	\$ 6,720,218.30	100%				
Defaults Written off Foreclosure Repaid Outstanding Total	Total											
	Residential			Business			All loans					
	Loan Numbers	Loan Amounts		Loan Numbers	Loan Amounts		Loan Numbers	Loan Amounts				
	13	\$ 176,536.77	0.94%	0	\$ -	0.00%	13	\$ 176,536.77	0.69%			
	24	\$ 371,595.47	1.98%	9	\$ 551,451.08	8.21%	33	\$ 923,046.55	3.62%			
	81	\$ 919,426.56	4.90%	0	\$ -	0.00%	81	\$ 919,426.56	3.61%			
	770	\$ 9,243,045.18	49.25%	41	\$ 4,783,786.04	71.18%	811	\$ 14,026,831.22	55.04%			
	503	\$ 8,055,250.39	42.93%	17	\$ 1,384,981.18	20.61%	520	\$ 9,440,231.57	37.04%			
	1391	\$ 18,765,854.37	100%	67	\$ 6,720,218.30	100%	1458	\$ 25,486,072.67	100%			